Office - Supreme Court, U.S.
FILED
NOV 23 1981
ALEXANDER L. STEVAS,
CLERK

Nos. 80-1798, 80-1808, and 81-91

IN THE

Supreme Court of the United States

October Term, 1981

WOELKE & ROMERO FRAMING, INC.,

Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD; CARPENTERS LOCAL NO. 944, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO, AND CARPENTERS LOCAL NO. 235, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO,

Respondents.

PACIFIC NORTHWEST CHAPTER OF THE ASSOCIATED BUILDERS & CONTRACTORS, INC.,

Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

On Writs of Certiorari to the United States Court of Appeals for the Ninth Circuit.

JOINT APPENDIX — VOLUME I (No. 80-1798)

JOHN W. PRAGER, JR.,
MUSICK, PEELER & GARRETT,
4000 MacArthur Blvd., Suite 900,
Newport Beach, Calif. 92660,
(714) 752-6100,

Counsel for Petitioner,
Woelke & Romero Framing, Inc.
(names and addresses continued on inside front cover)

PETITIONS FOR WRITS OF CERTIORARI FILED April 29, 1981 (No. 80-1798), April 29, 1981 (No. 80-1808), and July 14, 1981 (No. 81-91).
WRITS OF CERTIORARI GRANTED OCTOBER 5, 1981.

Parker & Son, Inc., Law Printers, Los Angeles. Phone 724-6622

OREGON-COLUMBIA CHAPTER, THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.,

Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

ABE F. LEVY,
GORDON K. HUBEL,
LEVY & GOLDMAN,
3550 Wilshire Blvd., Suite 1020,
Los Angeles, Calif. 90010,
(213) 380-3140,
Attorneys for Respondents, Carpenters Union Locals 944 and 235.

REX E. LEE,
Solicitor General,
U.S. Department of Justice,
Washington, D.C. 20530,
(202) 633-2000,

NORTON J. COME,
Deputy Associate General Counsel,
National Labor Relations Board,
1717 Pennsylvania Avenue, N.W.,
Washington, D.C. 20570,
(202) 254-9417,
Attorneys for Respondent, National Labor Relations Board.

TABLE OF PARTS OF RECORD

In Joint Appendix Volume I

		Page
ITEM 1.	NLRB Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing ..... App. p.	3
ITEM 2.	Stipulation of Facts With Designated Exhibits	15
ITEM 3.	Motion to Transfer Proceedings to the Board	91
ITEM 4.	NLRB Decision and Order (By Reference to Petition for Writ of Certiorari)	93
ITEM 5.	Opinion of Three-Judge Panel of U.S. Court of Appeals for the Ninth Circuit (By Reference to Petition for Writ of Certiorari) ...	94
ITEM 6.	Opinion, *En Banc*, of U.S. Court of Appeals for the Ninth Circuit (By Reference to Petition for Writ of Certiorari)	96
ITEM 7.	Notice of U.S. Supreme Court Order Granting Petition for Writ of Certiorari	97

CHRONOLOGICAL LIST OF IMPORTANT DATES AND DOCKET ENTRIES.

1. *August 11, 1977* — Woelke & Romero Framing, Inc. ("Woelke & Romero") files Unfair Labor Practice Charge in Case No. 21-CC-1922 with Region 21, National Labor Relations Board ("NLRB").
2. *September 23, 1977* — NLRB, by its Director for Region 21, issues Unfair Labor Practice Complaint on Charge filed by Woelke & Romero in Case No. 21-CC-1922.
3. *October 19, 1977* — Woelke & Romero, Unions and NLRB General Counsel agree to Stipulation of Facts, and file joint Motion Waiving Hearing Before Administrative Law Judge and Transferring Proceeding to NLRB for Decision.
4. *December 13, 1977* — NLRB grants Motion to Transfer.
5. *February 8, 1978* — NLRB consolidates No. 21-CC-1922 with other cases, and orders oral argument.
6. *February 23, 1978* — NLRB holds oral argument in consolidated cases.
7. *November 13, 1978* — NLRB issues Decision and Order on Charge and Complaint in Case No. 21-CC-1922.
8. *November 14, 1978* — Woelke & Romero files Petition for Review of NLRB Decision and Order with U.S. Court of Appeals for Ninth Circuit (docketed as No. 78-3468).
9. *April 25, 1979* — U.S. Court of Appeals for Ninth Circuit consolidates No. 78-3468 with related cases, Nos. 78-3469, 78-3487, 78-3619, and 79-7011.
10. *October 4, 1979* — U.S. Court of Appeals for the Ninth Circuit, a three-judge panel, hears oral argument in the consolidated cases, and the matters are submitted for decision.
11. *December 26, 1979* — U.S. Court of Appeals, a three-judge panel, issues its Opinion in consolidated cases *sub nom. Pacific Northwest, etc. v. NLRB, etc.*, 609 F.2d 1341 (9th Cir., 1979) reversing NLRB.
12. *January 30, 1980* — NLRB and Unions file Petition for Rehearing and Suggestion for Rehearing *En Banc*.
13. *August 19, 1980* — U.S. Court of Appeals for Ninth Circuit issues Order Granting Petition for Rehearing *En Banc*.
14. *October 16, 1980* — U.S. Court of Appeals for Ninth Circuit, *en banc*, hears oral argument in consolidated cases, Nos. 78-3468, 78-3469, 78-3487, 78-3619, and 79-7011, and the matters are submitted for decision.
15. *April 17, 1981* — U.S. Court of Appeals for Ninth Circuit, *en banc*, issues its Opinion in consolidated cases.

16. *April 29, 1981* — Woelke & Romero files its Petition for Writ of Certiorari with U.S. Supreme Court (No. 80-1798).

17. *October 5, 1981* — U.S. Supreme Court grants Petition for Writ of Certiorari, and consolidates No. 80-1798, with No. 80-1808, and No. 81-91.

ITEM 1.

NLRB Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing.

United States of America Before the National Labor Relations Board, Region 21.

Carpenters Local No. 944, United Brotherhood of Carpenters and Joiners of America, AFL-CIO; and Carpenters Local No. 235, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and Woelke & Romero Framing, Inc. Cases Nos. 21-CB-6196, 21-CC-1922.

It having been charged by Woelke & Romero, herein correctly designated Woelke & Romero Framing, Inc., and called Woelke, in cases Nos. 21-CB-6196 and 21-CC-1922 that Carpenters Local No. 944, herein correctly designated Carpenters Local No. 944, United Brotherhood of Carpenters and Joiners of America, AFL-CIO; and Carpenters Local No. 235, herein correctly designated Carpenters Local No. 235, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, herein called Respondent 944 and Respondent 235, respectively, and collectively called Respondents, have engaged in, and are engaging in, unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151, *et seq.*, herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, by the undersigned Regional Director, having duly considered the matter and deeming it necessary in order to effectuate the purposes of the Act, and to avoid unnecessary cost or delay.

HEREBY ORDERS, pursuant to Section 102.33(c) of the Board's Rules and Regulations, Series 8, as amended, that these cases be, and they hereby are, consolidated.

Said cases having been consolidated for hearing, the General Counsel of the Board, on behalf of the Board, by the undersigned Regional Director, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, Series 8, as amended, hereby issues this Consolidated Complaint and Notice of Hearing, and alleges as follows:

1. The charges in Cases Nos. 21-CB-6196 and 21-CC-1922 were filed by Woelke on August 11, 1977, and copies thereof were served on Respondents on the same date by registered mail.

2. Respondents are, and each of them is, and at all times material herein have been, labor organizations within the meaning of Section 2(5) of the Act.

3. (a) At all times material herein, Joseph Eickholt, herein called Eickholt, has been, and is now, a representative of Respondents, acting on their behalf, and at all times material herein has been, and is now, an agent of Respondents within the meaning of Section 2(13) of the Act.

(b) At all times material herein, George Holt, herein called Holt, has been, and is now, a business agent of Respondent 235, acting on its behalf, and at all times material herein has been, and is now, an agent of Respondent 235 within the meaning of Section 2(13) of the Act.

4. At all times material herein, Dale Messer, herein called Messer, has been, and is now, a representative of Respondent 944, acting on its behalf, and at all times material herein has been, and is now, an agent of Respondent 944 within the meaning of Section 2(13) of the Act.

5. (a) Vanguard Builders, Inc., herein called Vanguard, is now, and at all times material herein has been, a corporation engaged in the building and construction industry in Southern California as a general contractor. At all

times material herein, Vanguard has been engaged as the general contractor on construction projects located at Columbia and Main Streets, Riverside, California, herein called the Columbia jobsite, and at Lynwood and Rockford Avenue, San Bernandino, California, herein called the Rockford jobsite.

(b) Birth Development Company, Inc., herein called Birth, is now, and at all times material herein has been, a corporation engaged in the building and construction industry in Southern California in the construction and sale of single-family residences. At all times material herein, Birth has been engaged in the construction of a single-family residence tract located at Alessandro Boulevard and Via Vista in Riverside, California, herein called the Alessandro jobsite.

6. (a) Woelke, with a place of business located in San Bernardino, California, is engaged in the building and construction industry in Southern California specializing in framing. At all times material herein, Woelke has been engaged, pursuant to subcontracts with Vanguard and Birth, in framing work at the Rockford and Columbia jobsites and at the Alessandro jobsite.

(b) During the normal course and conduct of its business operations described in paragraph 6(a) above, Woelke annually purchases and receives goods and products valued in excess of $50,000 from suppliers located within the State of California, each of which purchases and receives said goods directly from suppliers located outside the State of California.

(c) Woelke is, and has been at all times material herein, an employer engaged in commerce and in a business affecting commerce within the meaning of Section 2(6) and (7) of the Act, and a person engaged in commerce and in

an industry affecting commerce within the meaning of Section 8(b)(4)(i), (ii)(A) and (B) of the Act.

7. Vanguard and Birth are, and each of them is, and have been at all times material herein, persons engaged in commerce or in an industry affecting commerce within the meaning of Section 8(b)(4)(i), (ii)(A) and (B) of the Act.

8. At all times material herein, the individuals listed below have been, and are now, supervisors of Woelke within the meaning of Section 2(11) of the Act and Woelke's selected representatives for purposes of collective bargaining or the adjustment of grievances within the meaning of Section 8(b)(1)(B) of the Act:

Gerald M. Castle
Tony R. Lopez

9. (a) At all times material herein, Respondents, and each of them, have been engaged in a labor dispute with Woelke.

(b) At no time material herein have Respondents, or either of them, been engaged in a labor dispute with Vanguard or any of its subcontractors other than Woelke, or with Birth or any of its subcontractors other than Woelke.

10. Since on or about June 3, 1977, and continuing to date, Respondents, through Eickholt, have demanded that Woelke enter into a successor collective-bargaining agreement containing the following provisions:

> (new) 103.2. The Contractor agrees that neither he nor any of his subcontractors on the jobsite will subcontract any work to be done at the site of construction, alteration, painting or repair of a building, structure or other work (including quarries, rock, sand and gravel plants, asphalt plants, ready-mix concrete plants, established on or adjacent to the jobsite to process or supply materials for the convenience of the Contractor for jobsite use), except to a person, firm

or corporation, party to an appropriate, current labor agreement with the appropriate Union, or subordinate body signatory to this Agreement.

* * * * * * * *

(new) 103.3.1. The Contractor and his subcontractors shall not subcontract any jobsite work, except to a contractor whose employees on that job are members of a bona fide labor organization, and whose labor costs on such job, at all times during the term of his subcontract hereunder are not less than those of contractors performing similar work to that covered by this Agreement, including, but not limited to, costs of subsistence, vacation, holiday, medical, hospitalization, wages, premiums, dental, life insurance and retirement benefits as provided by this Agreement.

* * * * * * * *

(new) 103.5. All work performed by the Contractors or subcontractors and all services rendered for the Contractors or subcontractors, as herein defined, shall be rendered in accordance with each and all of the terms and provisions hereof.

(new) 103.6. If the Contractor or subcontractors shall subcontract jobsite work covered under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, including the furnishing and installation of material, performance of labor, and the operation of equipment, provision shall be made in written contract for the observance and compliance by his subcontractors with the full terms of this Agreement.

* * * * * * * *

11. Since on or about June 3, 1977, and continuing to date, Respondents, through Eickholt, have demanded that Woelke include within the unit of employees whom Respondents will represent for purposes of collective bargaining,

foremen of Woelke who are supervisors within the meaning of Section 2(11) of the Act and who are also Woelke's selected representatives for purposes of collective bargaining or adjustment of grievances within the meaning of Section 8(b)(1)(B) of the Act.

12. In furtherance and support of Respondents' aforementioned labor disputes with Woelke and Respondents' demands for the contract provisions described in paragraphs 10 and 11 above:

(a) Respondent 235 picketed at the Columbia jobsite commencing on or about August 10, 1977, with picket signs reading as follows:

"Information WOELKE & ROMERO operating NONE UNION carpenters"

(b) Respondent 944 picketed at the Rockford jobsite commencing on or about August 28, 1977, with picket signs identical to those described in paragraph 12(a) above.

(c) Respondent 235 picketed at the Alessandro jobsite commencing on about September 21, 1977, with picket signs substantially the same as those described in paragraphs 12(b) and 12(c) above.

13. Since on or about August 11, 1977, and continuing to date, the American Street entrance to the Columbia jobsite has been reserved for the exclusive use of Woelke and its employees and suppliers. At all times material herein, since on or about August 11, 1977, the Columbia Street entrance to the Columbia jobsite has been reserved for the exclusive use of Vanguard and its subcontractors, and Woelke and its employees and suppliers have been barred from using said entrance to the Columbia jobsite.

14. Since on or about August 11, 1977, and continuing to date, Woelke and its employees and suppliers have ex-

clusively used, and continue to use, the American Street entrance to the Columbia jobsite.

15. Commencing on or about August 11, 1977, Respondent 235, notwithstanding the reservation of the American Street entrance to the Columbia jobsite for the exclusive use by Woelke and its employees and suppliers and the exclusive use by persons other than Woelke of the Columbia Street entrance to the Columbia jobsite, and notice thereof to Respondent 235, picketed both the Columbia Street and the American Street entrances to the Columbia jobsite.

16. Since on or about August 23, 1977, and until on or about August 26, 1977, Respondent 235, through its agents, patrolled at or in the vicinity of areas around the Columbia jobsite other than the American Street entrance to the Columbia jobsite reserved for Woelke.

17. As a consequence of the acts and conduct of Respondent 235 set forth in paragraphs 9, 12(a) and 12(c), 15, and 16 above, in the circumstances described in paragraphs 13 and 14 above, individuals employed by various subcontractors of Vanguard and Birth, and by other persons engaged in commerce, have engaged in work stoppages and refusals to perform services for their respective employers at the Columbia jobsite and Alessandro jobsite and work at such jobsites was, and is now, substantially shut down.

18. (a) On or about August 23, 1977, Respondent 235, through Holt, at the Columbia jobsite, threatened Gerald M. Castle with suspension, expulsion, loss of union benefits, legal action, or other union disciplinary action if he continued to work for Woelke behind Respondent 235's picket line.

(b) At no time material herein has Gerald M. Castle performed any work usually performed by employees of Woelke represented by Respondent 235.

19. (a) On or about August 23, 1977, Respondent 944, through Messer, at the Rockford jobsite, threatened Tony R. Lopez with suspension, expulsion, loss of union benefits, legal action, or other union disciplinary action if he continued to work for Woelke behind Respondent 944's picket line.

(b) At no time material herein has Tony R. Lopez performed any work usually performed by employees of Woelke represented by Respondent 944.

20. By the acts and conduct set forth in paragraph 12(b) above, Respondent 944 has engaged in, and has induced and encouraged individuals employed by Woelke and by other persons engaged in commerce or in industries affecting commerce to engage in, strikes or refusals in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on goods, articles, materials or commodities, or to perform services, and has threatened, coerced, and restrained Woelke and other persons engaged in commerce or in industries affecting commerce.

21. By the acts and conduct set forth in paragraph 12(a) above, Respondent 235 has engaged in, and has induced and encouraged individuals employed by Woelke and by other persons engaged in commerce or in industries affecting commerce to engage in, strikes or refusals in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on goods, articles, materials or commodities, or to perform services, and has threatened, coerced, and restrained Woelke and other persons engaged in commerce or in industries affecting commerce.

22. By the acts and conduct set forth in paragraph 12(c) above, Respondent 235 has engaged in, and has induced and encouraged individuals employed by Woelke and various other subcontractors of Birth at the Alessandro jobsite,

and by each of them, and by other persons engaged in commerce or in industries affecting commerce, to engage in, strikes or refusals in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on goods, articles, materials or commodities, or to perform services, and has threatened, coerced, and restrained Woelke, Birth, its other subcontractors, and each of them, and others persons engaged in commerce or in industries affecting commerce.

23. By the acts and conduct set forth in paragraphs 15 and 16 above, in the circumstances described in paragraphs 13 and 14 above, Respondent 235 has engaged in, and has induced and encouraged individuals employed by various subcontractors of Vanguard, other than Woelke, and by each of them, and by other persons engaged in commerce or in industries affecting commerce, to engage in, strikes or refusals in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on goods, articles, materials or commodities, or to perform services, and has threatened, coerced, and restrained Vanguard and its subcontractors, other than Woelke, and each of them, and other persons engaged in commerce or in industries affecting commerce.

24. An object of the acts and conduct of Respondent 944 set forth in paragraphs 10, 12(b), and 20 above, has been, and is, to force or require Woelke to enter into or affirm an agreement prohibited by Section 8(e) of the Act.

25. An object of the acts and conduct of Respondent 235 set forth in paragraphs 10, 12(a) and 12(c), 15, 16, and 21 through 23 above, has been, and is, to force or require Woelke to enter into or affirm an agreement prohibited by Section 8(e) of the Act.

26. Objects of the acts and conduct of Respondent 235 set forth in paragraphs 15, 16 and 23 above, has been, and is, to force or require Vanguard to cease doing business with Woelke or to force or require the subcontactors of Vanguard at the Columbia jobsite to cease doing business with Vanguard in order to compel Vanguard to cease doing business with Woelke.

27. By the acts and conduct set forth in paragraphs 10, 12(b), 20, and 24 above, Respondent 944 has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(4)(i) and (ii)(A) of the Act.

28. By the acts and conduct set forth in paragraphs 10, 12(a) and 12(c), 15, 16, 21 through 23, and 25 above, Respondent 235 has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(4)(i) and (ii)(A) of the Act.

29. By the acts and conduct set forth in paragraphs 15, 16, 23, and 26 above, Respondent 235 has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(4)(i) and (ii)(B) of the Act.

30. By the acts and conduct set forth in paragraphs 11, 12(b), 19(a) and 19(b) above, Respondent 944 has interfered with and restrained, and is interfering with and restraining, Woelke in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances, and thereby did engage in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(1)(B) of the Act.

31. By the acts and conduct set forth in paragraphs 11, 12(a) and 12(c), and 18(a) and 18(b) above, Respondent 235 has interfered with and restrained, and is interfering with and restraining, Woelke in the selection of its representatives for the purposes of collective bargaining or the

adjustment of grievances, and thereby did engage in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(1)(B) of the Act.

32. The acts of Respondents described in paragraphs 10 through 31 above, occurring in connection with the operations of the employers and persons described in paragraphs 5 through 7 above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several states, and tend to lead, and have led, to labor disputes burdening and obstructing commerce and the free flow of commerce within the meaning of Section 2(6) and (7) of the Act.

33. The acts of Respondents set forth above constitute unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(B), Section 8(b)(4)(i), (ii)(A) and (B), and Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that on the 19th day of October 1977, at 10 a.m., PDT, in hearing Room 2109, City National Bank Building, 606 South Olive Street, Los Angeles, California, a hearing will be conducted before a duly designated Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above consolidated complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony. Form NLRB-4668, Summary of Standard Procedures in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Proceedings Pursuant to Section 10 of the National Labor Relations Act, as Amended, is attached.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Series 8, as amended, Respondents shall file with the undersigned Regional Director, acting in this matter as agent of the

National Labor Relations Board, an original and four copies of an answer to said consolidated complaint within 10 days from the service thereof and that unless they do so all of the allegations in said consolidated complaint shall be deemed to be admitted to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondents shall serve a copy thereof on each of the other parties.

DATED at Los Angeles, California, this 23rd day of September 1977.

/s/ Wilford W. Johansen
Wilford W. Johansen,
Regional Director
National Labor Relations Board
Region 21
606 South Olive Street, 24th Floor
Los Angeles, California 90014

(Text of Service List Omitted in Printing)

ITEM 2.

Stipulation of Facts With Designated Exhibits.

United States of America Before the National Labor Relations Board, Washington, D. C.

(Title omitted in printing)

IT IS HEREBY STIPULATED by and among Carpenters Local No. 944, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, herein called Respondent 944; and Carpenters Local No. 235, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, herein called Respondent 235, and collectively called Respondents; Woelke & Romero Framing, Inc., Charging Party, herein called Woelke; and Counsel for the General Counsel of the National Labor Relations Board as follows:

1. The charges in Cases Nos. 21-CB-6196 and 21-CC-1922 were filed by Woelke on August 11, 1977, and copies thereof were served on Respondents on the same date by registered mail.

2. Respondents are, and each of them is, and at all times material herein have been, labor organizations within the meaning of Section 2(5) of the Act.

3. At all times material herein, Joseph Eickholt, herein called Eickholt, has been, and is now, a representative of Respondents, acting on their behalf, and at all times material herein has been, and is now, an agent of Respondents within the meaning of Section 2(13) of the Act.

4. (a) Vanguard Builders, Inc., herein called Vanguard, is now, and at all times material herein has been, a corporation engaged in the building and construction industry in Southern California as a general contractor. At all times material herein, Vanguard has been engaged as the general contractor on construction projects located at Co-

lumbia and Main Streets, Riverside, California, herein called the Columbia jobsite, and at Lynwood and Rockford Avenue, San Bernardino, California, herein called the Rockford jobsite.

(b) Birth Development Company, Inc., herein called Birth, is now, and at all times material herein has been, a corporation engaged in the building and construction industry in Southern California in the construction and sale of single-family residences. At all times material herein, Birth has been engaged in the construction of a single-family residence tract located at Alessandro Boulevrd and Via Vista in Riverside, California, herein called the Alessandro jobsite.

(c) Woodhaven Developers, Inc. dba Woodhaven Enterprises, herein called Woodhaven, is now, and at all times material herein has been, a corporation engaged in the building and construction industry in Southern California as a general contractor. At all times material herein, Woodhaven has been engaged as the general contractor in the construction of a single-family residence tract located at Lincoln and Mary Streets in Riverside, California, herein called the Lincoln jobsite.

5. (a) Woelke, with a place of business located in San Bernardino, California, is engaged in the building and construction industry in Southern California specializing in framing. At all times material herein, Woelke has been engaged, pursuant to subcontracts with Vanguard, Birth, and Woodhaven, in framing work at the Rockford and Columbia jobsites, at the Alessandro jobsite, and at the Lincoln jobsite, respectively.

(b) During the normal course and conduct of its business operations described in paragraph 5(a) above, Woelke annually purchases and receives goods and products valued in excess of $50,000 from suppliers located within the State

of California, each of which purchases and receives said goods directly from suppliers located outside the State of California.

(c) Woelke is, and has been at all times material herein, an employer engaged in commerce and in a business affecting commerce within the meaning of Section 2(6) and (7) of the Act, and a person engaged in commerce and in an industry affecting commerce within the meaning of Section 8(b)(4)(i), (ii)(A) of the Act.

6. Vanguard, Birth, and Woodhaven are, and each of them is, and have been at all times material herein, persons engaged in commerce or in an industry affecting commerce within the meaning of Section 8(b)(4)(i), (ii)(A) of the Act.

7. (a) At all times material herein, Respondents, and each of them, have been engaged in a labor dispute with Woelke.

(b) At no time material herein have Respondents, or either of them, been engaged in a labor dispute with Vanguard or any of its subcontractors other than Woelke, or with Birth or any of its subcontractors other than Woelke, or with Woodhaven or any of its subcontractors other than Woelke.

8. Woelke has been party to a collective-bargaining agreement with the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, its various district councils and local unions, including Respondents, in the eleven Southern California counties since July 5, 1974, by virtue of the execution on that date of a Memorandum Agreement with Respondent 944. That agreement, by its terms, was due to expire on or about June 15, 1977. A copy of that agreement is attached hereto as Exhibit A. A copy of the Carpenters Master Labor Agreement (MLA) is attached hereto as Exhibit B.

9. From on or about June 3, 1977, to on or about August 4, 1977, Respondents, through Eickholt, pursuant to notice, engaged in six collective-bargaining sessions with Woelke for the purpose of negotiating a successor collective-bargaining agreement. On or about August 4, 1977, Respondents and Woelke agreed that further negotiations should be postponed indefinitely since Respondents and Woelke agreed that they had reached impasse over Respondents' demand for and Woelke's refusal to agree to the following:

(a) Respondents' proposal for no grievance and arbitration machinery;

(b) Respondents' industry advancement fund proposal;

(c) Respondents' proposal to include within the unit of employees whom Respondents will represent for purposes of collective bargaining, foremen of Woelke who do not regularly perform bargaining unit work and who are supervisors within the meaning of Section 2(11) of the Act and who are also Woelke's selected representatives for purposes of collective bargaining or adjustment of grievances within the meaning of Section 8(b)(1)(B) of the Act;

(d) Respondents' subcontracting proposal which included all the provisions of Article I, paragraph 103 and all its subparts, set forth below in Exhibit E attached hereto;

(e) Duration of the contract.

10. Since August 4, 1977, no further collective-bargaining sessions have been held, and neither Respondents nor Woelke has requested further negotiations. A copy of the initial contract proposals of Respondents is attached hereto as Exhibit C; a copy of the initial contract proposals of Woelke is attached hereto as Exhibit D; and a copy of the counterproposals of Respondents is attached hereto as Exhibit E.

11. In furtherance and support of Respondent's aforementioned labor disputes with Woelke and Respondents' demands for the contract provisions described in paragraph 9 above:

(a) Respondent 235 picketed at the Columbia jobsite commencing on or about August 10, 1977, with picket signs reading as follows:

Information
WOELKE
&
ROMERO
Operating
NONE [sic]
UNION
Carpenters

(b) Respondent 944 picketed at the Rockford jobsite commencing on or about August 28, 1977, with picket signs identical to those described in paragraph 11(a) above.

(c) Respondent 235 picketed at the Alessandro jobsite commencing on about September 21, 1977, with picket signs identical to those described in paragraph 11(a) above.

(d) Respondent 235 picketed at the Lincoln jobsite commencing on or about October 5, 1977, with picket signs identical to those described in paragraph 11(a) above.

12. As a consequence of the acts and conduct of Respondent 235 set forth in paragraphs 8, 9, 10, and 11 above, individuals employed by various subcontractors of Vanguard and Birth, have engaged in work stoppages and refusals to perform services for their respective employers at the Columbia jobsite and Alessandro jobsite.

13. The majority of carpenters working in employment covered by the Master Labor Agreement work for more than

one covered employer in a calendar year, and work for numerous covered employers in the course of their careers.

14. At all times material herein, the phase of jobsite construction work involving framing work has been considered and accepted by management and building trade union construction persons as work within the accepted and historic jurisdiction of the carpenters unions within Southern California and throughout the United States. At all times during the period of a collective-bargaining relationship and a series of collective-bargaining agreements since 1941, and prior thereto, contractors have employed workmen as carpenters under the respective collective-bargaining agreements with carpenters unions in Southern California and carpenters have historically performed framing work.

15. The contractor associations signatory to the series of collective-bargaining agreements in the 11 Southern California Counties with the Southern California Conference of Carpenters have adopted a consistent policy and understanding and interpretation of the collective-bargaining agreements that framing work is considered as carpenters work, and within the scope and coverage of the series of collective-bargaining agreements between the contractors associations and the carpenters unions.

16. In practice, contractors signatory to the Carpenters' Master Labor Agreement comply with the obligation to either (1) hire carpenters under the provisions of the Master Labor Agreement to perform framing work on jobsite, or (2) subcontract such work to contractors who are signatory to a collective-bargaining agreement with the Southern California Conference of Carpenters or their affiliated District Councils or local unions, and who hire carpenters under the provisions of the Master Labor Agreement, although from time to time, violations of that obligation do occur.

17. The District Councils within the 11 Southern California Counties and unattached Local Unions (Local Unions not affiliated with a District Council) formed a Southern California Conference of Carpenters in 1954. The Southern California Conference of Carpenters is the bargaining entity with the Contractor Associations in the Southern California Counties. The carpenter organizations affiliated with the Southern California Conference are the District Councils of Orange, San Bernardino, Riverside, Ventura, and unattached Local Unions in Imperial, Santa Barbara, San Luis Obispo, Kern, Inyo, and Mono Counties. Respondents are affiliated with the San Bernardino, Riverside, and Imperial District Council of Carpenters, and thereby are members of the Southern California Conference of Carpenters.

18. The Southern California Conference has signed a series of collective-bargaining agreements with Contractor Associations since 1954, and continuing to the present time.

19. The approximate number of carpenters engaged in construction work in the 11 Southern California Counties represented by the Southern California Conference and its affiliated District Councils and Local Unions are as follows:

1946 — 65,515	1965 — 69,153
1949 — 57,004	1970 — 62,385
1954 — 65,236	1975 — 66,287
1955 — 69,482	1977 — 65,931
1960 — 67,767	

20. There are 52 Carpenter Local Unions in Southern California who are affiliated with the Southern California Conference.

21. The employer parties to the Master Labor Agreement since prior to 1959, and continuing to the present, have been Associated General Contractors of California, Inc., herein called AGC, Building Industry Association of

California, Inc., herein called BIA, Underground Engineering Contractors Association, and Engineering and Grading Contractors Association, Inc., or their predecessors.

22. The number of contractors that are affiliated with AGC for the certain periods involved are as follows:

In 1959 — 545 members
In 1977 — 465 members

23. In 1959, the Building Contractors Association, a predecessor of BIA, had approximately 300 signatory members, and in 1977, the BIA had 400 signatory members to the Master Labor Agreement.

24. In addition to contractors being signatory to the Carpenters Master Labor Agreement by virtue of membership in the signatory Associations, the Southern California Conference of Carpenters is signatory with a number of contractors who are considered independents and not members of any of the Associations. Such contractors have executed short-form agreements, which agreements have been in use since at least prior to 1959, and continue to be used at the present time. Such short-form agreements bind the parties to the Master Labor Agreement as well as the specific provisions of the short-form.

25. Since prior to 1959, and to the present, approximately 4,000 contractors have signed some form of short-term agreement with the Southern California Conference of Carpenters.

26. From 1941 to 1954, the practice in Southern California was for the Building and Construction Trades Council and all of the building trades affiliated unions, both basic craft and subcraft unions, to enter into a Master Labor Agreement covering all such crafts and contractors performing construction jobsite work in Southern California.

27. In approximately 1954, the various subcrafts broke away from the one Basic Agreement and entered into separate collective-bargaining agreements with contractors employing subcrafts. As of 1954-1957, some of the basic crafts broke away from the one agreement and entered into separate collective-bargaining agreements. In 1957, and in subsequent years up to the present time, the Carpenters Unions entered into their own negotiations and separate collective-bargaining agreements with contractor associations and individual contractors.

28. During the collective-bargaining sessions between Woelke and Respondents, Respondents insisted that Woelke agree to the same subcontracting provisions as had been previously agreed to by the Southern California Conference of Carpenters and the contractor associations who negotiate the Carpenters' Master Labor Agreement. At no time did Respondents, during those collective-bargaining sessions, express any other reason for their insistence on such provisions.

29. The record in this case shall include the Motion to Transfer Proceedings to the Board, this Stipulation of Facts and all exhibits included herein, and the following documents are attached hereto as General Counsel's Exhibit No. 1, which is as follows:

(a) Original charge in Case No. 21-CB-6196, dated August 11, 1977.

(b) Notice of Filing of Charge of 1(a), dated August 11, 1977, with one return receipt attached.

(c) Notice of Filing of Charge of 1(a), dated August 11, 1977, served on September 21, 1977, with one return receipt attached.

(d) Original charge in Case No. 21-CC-1922, dated August 11, 1977.

(e) Notice of Filing of Charge of 1(d), dated August 11, 1977, with two return receipts attached.

(f) Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing, dated September 23, 1977, with Form NLRB-4668 attached.

(g) Affidavit of Service of 1(f), dated September 23, 1977, with five return receipts attached.

(h) Respondents' answer to consolidated complaint, dated October 3, 1977, with proof of service attached.

(i) Letter from counsel for Respondents, dated October 13, 1977, requesting continuance of hearing.

(j) Order Denying Continuance, dated October 14, 1977.

(k) Affidavit of Service of 1(j), dated October 14, 1977, with two return receipts attached.

30. The record, as set out in paragraph 29 above, shall constitute the entire record in this proceeding before the National Labor Relations Board and shall be submitted directly to the Board for decision. All exhibits are submitted in duplicate herewith.

31. This Stipulation of Facts is entered into by the parties to this proceeding for the purpose of this proceeding only. No party hereto waives any objection it may have as to the relevancy, materiality, or competency of any of the facts stated herein, or the exhibits attached hereto.

Respectfully submitted,

LEVY, KOSZDIN, GOLDSCHMID & SROLOFF

Dated at Los Angeles, California, this 19th day of October 1977.

By /s/ Lawrence Rosenzweig
Lawrence Rosenzweig
Counsel for Respondents
CARPENTERS LOCAL NO. 944, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO; AND CARPENTERS LOCAL NO. 235, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO

TYRE & KAMINS

Dated at Los Angeles, California, this 19th day of October, 1977.

By /s/ John W. Prager, Jr.
John W. Prager, Jr.
Counsel for Charging Party
WOELKE & ROMERO FRAMING, INC.

Dated at Los Angeles, California, this 19th day of October, 1977.

By /s/ Andrew J. Stites
Andrew J. Stites
Counsel for the General Counsel
National Labor Relations Board

(For the Printing of the Joint Appendix, the Parties have included the following portions of the Exhibits Attached to the foregoing Stipulation of Facts)

MASTER LABOR AGREEMENT

Between

SOUTHERN CALIFORNIA
GENERAL CONTRACTORS

and

UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS
OF AMERICA

THIS AGREEMENT entered into this 27th day of July, 1974 by and between the Associated General Contractors of California, Inc., The Building Industry Association of California, Inc., The Engineering and Grading Contractors Association, Inc., and The Underground Engineering Contractors' Association, on behalf of their respective members, hereinafter referred to as the CONTRACTORS; and the District Councils and Local Unions in the Eleven Southern California Counties affiliated with the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the UNION.

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future contracting operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen for the work covered by this Agreement in the area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction contracts. The Union and

the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement.

ARTICLE I

Coverage

101. THIS AGREEMENT shall apply to and cover all employees of the Contractors, including Developers, Builders or Construction Managers, within the territory as described in this paragraph employed to perform or performing construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereafter in this Article and Articles II and XI of this Agreement in the area known as Southern California and more particularly described as the counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo and Kern.

101.1 THIS AGREEMENT is made for and on behalf of, and shall be binding upon all eligible persons, firms or corporations who at the time of execution of this Agreement are, or during the term hereof become eligible members of the Associations which members are individual employers of Carpenters in the above mentioned areas.

101.1.2. Each individual Contractor whether corporate, or other legal entity, or its successor, shall be liable under, subject to and bound by the Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by the Agreement.

101.2. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations irrespective of any similarity between this Agreement and any such other Agreements, and no acts or things done by the

parties to such Agreements or notices given pursuant to the provisions hereof, shall change or modify this Agreement or in any manner affect the contractual relationship of the parties herein, except as otherwise provided in paragraph 901.

102. All work performed in the Contractor's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor, or subcontractor, for use on the project shall be subject to the terms and conditions of this Agreement.

103. The Contractor agrees that he or any of his subcontractors on the jobsite will not contract or subcontract work to be done at the site of construction, alteration, painting, or repair of a building, structure, or other work, except to a person, firm or corporation, party to an appropriate, current labor agreement with the appropriate Union, or subordinate body, affiliated with the Building and Construction Trades Department, AFL-CIO, or with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or an affiliate thereof.

103.1. A subcontractor for the purposes of this Agreement, with the exception of the general provision immediately above, is defined as any person, firm or corporation holding a valid State Contractors' License and agrees under contract in writing with the Contractor or in writing with his subcontractors to perform any work covered by this Agreement, and employs workmen as employees to perform services covered by this Agreement, including the performance of labor, and/or furnishing or installation of material, or the operation of equipment. All employees of subcontractors will perform work at the appropriate hourly rate and

will be reported to such trust funds as required by the Agreement.

103.2. All work performed by the Contractors or subcontractors and all services rendered for the Contractors or subcontractors, as herein defined, shall be rendered in accordance with each and all of the terms and provisions hereof.

103.3. If the Contractor or subcontractors shall subcontract jobsite work covered under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, including the furnishing and installation of material, performance of labor, and the operation of equipment, provision shall be made in written contract for the observance and compliance by his subcontractors with the full terms of this Agreement.

103.4 The Contractor shall provide in his contract with the subcontractor the following provision:

"The subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article III, paragraph 304, 305, and 306 of the Master Labor Agreement between Southern California General Contractors and the United Brotherhood of Carpenters and Joiners of America. The subcontractor agrees that he will bind his subcontractors to said procedures in the same manner and to the same effect as provided with respect to him."

103.5. The Trustees of the Trust Funds shall furnish the Contractor Associations and the Union with a list of delinquent contractors each month. The Contractor agrees he will not subcontract any portion of his job to any subcontractor whose name appears on the delinquent list until such subcontractor has paid all delinquent monies to the various Trust Funds. In the event the Contractor subcontracts to any such delinquent subcontractor, in violation of

the foregoing, the Contractor shall remove such subcontractor from the job immediately, unless such delinquent subcontractor immediately makes full payment for all delinquencies to the Trusts. The Trustees may require the individual Contractor with a record of past delinquencies under any name or entity to post a cash deposit in the amount equivalent to an estimated two months contribution. Such cash deposit shall be deposited with a custodian designated by the Administrative Office of the Trust Funds within ten (10) days of the notice to the Contractor from the Trust requiring the Contractor to post the cash deposit. The cash deposit shall be posted as security for payment of contributions to any trust fund established by this Agreement. The failure of said individual Contractor to post such a cash deposit shall be considered a violation of this Agreement and the Union shall have the right to take economic action, including but not limited to the right of withholding services of carpenters, refusal to dispatch carpenters, and strike action against such a Contractor.

103.5.1. The Contractor shall be financially responsible for all fringe benefits owed to any funds established by this Agreement by him or his subcontractor or the subcontractor of his subcontractor for work performed on the Contractor's job or project in accordance with the requirements set forth below.

103.5.2. The term "contractor", for delinquency purposes only, shall include all entities of the delinquent contractor, change of name, or change of entity, provided that the delinquent contractor holds at least 10% ownership in the new entity.

103.5.3. The Trust Office shall notify the Contractor of any delinquency of any subcontractor within 90 days of the date the delinquency first occurred and in no case shall the Contractor be liable for fringe benefit contributions of

a subcontractor for more than 90 days prior to the date the Trust Office notice is sent to the Contractor.

103.5.4. Where a Contractor contracts with a listed delinquent subcontractor or subcontractors, the Contractor may terminate the subcontract of such delinquent subcontractor, or subcontractors. The Contractor shall become financially responsible for the liability on that job from the commencement of the work under the subcontract to the date of termination of that subcontract.

103.5.5. Where the General Contractor fails or refuses to make any payments required under the above provisions, and the Trust has established the delinquent amount, the Union shall have the right to withhold service from any or all jobs of such General Contractor.

103.5.6. Where there is no General Contractor on the jobsite, the right to withhold service by the Union shall apply to the project as a whole.

103.5.7. The Trust Office shall send delinquency notices to Contractors whose contributions are not paid as required. The Trust Office shall notify the Union of those Contractors who fail to pay within five days of such notice and the Union shall within 48 hous after receipt of such notice withhold service from the Contractor involved until contributions are paid or satisfactory arrangements made with the Trustees for payment. In cases where the Union does not withhold service as required, written notice and the reason for such failure shall be submitted to the delinquency committee of the Trustees and the delinquency committee of the Trustees shall have authority to establish rules for exception.

103.5.8. If a Contractor or subcontractor is sent a second 48-hour delinquency notice within a 12-month period, the Trustees shall require such Contractor or subcontractor

to post a cash deposit with the Trust equal to one month's contribution computed on the basis of the average monthly contributions made during the three months' period which constitute the highest contributions during the previous 12 months.

103.5.9. The Trust Office shall issue delinquency notices and clearances to Contractors confirmed in writing.

103.5.10. All carpenter employees shall be covered by this Agreement and the provisions applicable to Trust Funds. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine the Contractor's Federal W-2 Forms and 1099 Forms and his Quarterly State Tax Returns.

103.5.11. Each individual Contractor found to be delinquent may be required to pay for all legal fees, court costs, and auditing costs in connection with such delinquency. Liquidated damages in the amount of twenty-five dollars ($25.00) or ten percent (10%) of the amount due, whichever is greater, may also be assessed.

103.5.12. For the purposes of this Agreement, delinquency in failure to make the required reports and contributions to the Trust Fund as determined by the Trustees, shall consist of the following:

a. Failure to submit trust report forms.
b. Failure to report on all employees.
c. Failure to make the payments as required on time.
d. Failure to pay audit amounts, audit fees and other costs and damages as determined by the Trust.
e. Failure of bank to honor checks submitted.
f. Failure to post cash deposit upon demand of the Trustees in accordance with the above provisions.

104. The Contractor or his subcontractors shall have freedom of choice in the purchase of materials except that every reasonable effort shall be made by the Contractor and subcontractors to refrain from the use of materials or products which will tend to cause any discord or disturbance on the project.

105. The scope of the work covered by this Agreement includes all work performed on the construction jobsite which is within the recognized jurisdiction of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and shall include such jobsite work in connection with new methods of construction or the use of materials or products innovated or developed during the term of this Agreement. The Contractor agrees that all such work shall be performed under the terms and conditions of this Agreement by employees of the Contractor or his subcontractors.

105.1. The Contractor shall construct all wood panel forms to be used on the jobsite for a specific project and such work shall be performed only by Carpenters under the terms of this Agreement.

105.1.1. The Contractor may subcontract such work on wood panel forms in accordance with the terms of this Agreement; provided that such work by a subcontractor shall be performed by Carpenters under the terms of this Agreement. A Contractor, party to this Agreement, may construct such wood panel forms away from the jobsite, and in that event, such work shall be performed under the terms of this Agreement only by Carpenters that are employees of the Contractor.

105.1.2. Any wood panel forms that are constructed by the Carpenters under the provisions of paragraph 105 may be reused on any jobsite by any Contractor.

105.1.3. Any modifications of wood panel forms shall be performed only under the provisions of paragraph 105.

105.1.4. The provisions of paragraph 105 shall not apply to identifiable standard manufactured commercial brand-name forms such as UNIVERSAL, SYMONDS or similiar type forms.

105.1.5. Except as provided otherwise in this Article, the Contractor may subcontract work; provided that any subcontractor who performs jobsite work shall be required to perform such work and only by carpenters under the terms of this Agreement.

106. Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturers thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

107. Definitions.

107.1. The term *Contractor(s)*, as used herein, shall refer to an employer party to this Agreement, and developers, builders or Construction Managers who enter into agreements with subcontractors.

107.2. The term *Association*, as used herein, shall refer to The Associated General Contractors of California, Inc., the Building Industry Association of California, Inc., the Engineering and Grading Contractors Association, Inc., and the Underground Engineering Contractors' Association.

107.3. The term *Union*, as used herein, shall refer to the District Councils and Local Unions in Southern California affiliated with the United Brotherhood of Carpenters and Joiners of America and more particularly described as

the counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, and Kern.

107.4. The term *Workman or Workmen*, as used herein, shall refer to a person or persons in the labor market who are not employed.

107.5. The term *Employee(s)*, as used herein, shall refer to the employed person, or persons.

ARTICLE II

Union Recognition

201. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specially include Craft Foreman. A superintendent shall not use working tools.

202. The Union recognizes the Associated General Contractors of California, Inc., the Building Industry Association of California, Inc., the Engineering and Grading Contractors Association, Inc., and the Underground Engineering Contractors' Association as the sole and exclusive bargaining representatives for their respective members, present and future, who are or who become bound by this Agreement and agrees that during the term of this Agreement it will not negotiate or enter into any agreement with such

individual members of the Association relative to part or all of the subject matter covered by this Agreement.

203. This Agreement shall be binding upon each and every eligible member of the Associated General Contractors of California, Inc., the Building Industry Association of California, Inc., the Engineering and Grading Contractors Association, Inc., and the Underground Engineering Contractors' Association with the same force and effect as if this Agreement were entered into by each member individually. All eligible members of the Associated General Contractors of California, Inc., the Building Industry Association of California, Inc., the Engineering and Grading Contractors Association, Inc., and the Underground Engineering Contractors' Association, shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any member shall resign or be suspended from any of the Associations prior to the expiration date of this Agreement, and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement; provided, however, that as to such former or suspended members the provisions of Article III and Article V shall not apply from the time when such member resigns or is suspended from any of the Associations. However, they remain bound by the provisions of paragraph 103.5 through and including paragraph 103.5.12, and Articles XV, XVI, XVII, XVIII and XIX. Such former or suspended member shall be bound by any renewals or extensions of this Agreement, unless he gives the appropriate Association and the Union at least sixty days' written notice prior to June 15, 1977 or June 15th of any subsequent year, of his intent not to be bound by any new or renewed agreement. The Associations will advise the Union of any new or resigned or suspended mem-

bers within seven days after admission to membership or change in membership status.

204. In the employment of workmen for all work covered by this Agreement in the territory above described, the following provisions subject to the conditions of paragraph 201 shall govern:

204.1. The Local Unions shall establish and maintain open and non-discriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement and such workmen shall be entitled to use such lists free of charge.

204.2. The Contractors shall first call upon the Local Union having work and area jurisdiction for such men as they may from time to time need, and the respective Local Union shall furnish to the Contractors the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Contractors strictly in accordance with the provisions of this Article.

204.3. It shall be the responsibility of the Contractors, when ordering men, to give the Local Union all of the pertinent information regarding the workman's employment.

204.4. The Local Union or District Council will dispatch in accordance with the request of the Contractor each such qualified and competent workmen from among those entered on said lists in numerical order to the Contractor by the use of a written referral in the following order of preference and the selection of workmen for referrals to jobs shall be on a non-discriminatory basis.

204.4.1. Workmen specifically requested by name who have been employed, laid off or terminated as Carpenters in the geographic area of the Local Union or District Council, as the case may be, within three years before such

request by a requesting individual employer now desiring to reemploy the same workmen, provided they are available for employment.

204.4.2. Workmen who, within the five years immediately before the Contractor's order for men, have performed work of the type covered by this Agreement in the geographic area of the Agreement, as defined in paragraph 101, provided such workmen are available for employment.

204.4.3. It is agreed that in connection with the preference outlined in subparagraph 204.4.2 up to 25% of the employees, excluding foremen, employed to perform work covered by this Agreement on any project may be employees designated by the individual employer. In case of reduction in force, foremen shall not replace other employees on the job, except that two foremen may be retained at all times.

204.4.4. Workmen whose names are entered on said lists and who are available for employment.

205. When ordering workmen of the skills required, the Contractor will give notice to the Local Union not later than 2:30 P.M., of the day prior (Monday through Friday) or, in any event, not less than 17½ hours before the required reporting time, and in the event that 48 hours after such notice the Local Union shall not furnish such employees, the Contractor may procure employees from any other source or sources. If men are so employed, the Contractor shall immediately report each such employee by name to the Local Union having work and area jurisdiction.

205.1. No employee or applicant for employment will be required as a condition of employment or continued employment to take any test or sign a waiver of lien.

206. Employees employed by one or more of the Contractors for a period of 8 days continuously or accumulatively shall be or become after the 8-day period, or 8 days

after the effective date of this Agreement, whichever is later, members of the Union and shall remain members of the Union as a condition of continued employment. Membership in the Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to the Union.

206.1. The individual Contractor shall not be required to discharge any employee pursuant to this section until a written notice from the Union of such employee's non-compliance with this section, stating all pertinent facts showing such non-compliance, shall have been served upon such individual Contractor.

207. Subject to the foregoing, Contractors shall have complete freedom of selectivity in hiring and Contractors retain the right to reject any job applicant referred by the Union for any reason. Contractors may discharge any employee for just cause, provided there shall be no discrimination on the part of the Contractors, against any employee, for activities in behalf of, or representation of, the Union not interfering with the proper performance of his duties.

207.1. The individual Contractor may discharge any employee for just cause only. Disputes shall be subject to the grievance and arbitration provisions of this Agreement. The arbitrator or Joint Adjustment Board shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he or it deems appropriate.

208. The Contractor may transfer employees who are on the Contractor's payroll at the time transfer is made within the area of a District Council without limitation. Additional employees shall be employed in accordance with the provisions of Article II, paragraph 204.4.

208.1. Employees employed by any Contractor pursuant to the terms of this Agreement, and remaining in good standing in the Union, shall not be removed or transferred by the Union unless the prior approval of the Contractor has been obtained.

* * *

ARTICLE IV
Classifications

401. Should the Contractor or subcontractors, as defined in Article I, paragraphs 103 and 107, employ employees in the prosecution of work covered by this Agreement in occupations or upon equipment which is not covered by one of the classifications herein specified, such employment shall, within three working days after a work assignment is made or the equipment is operated, be temporarily classified by the Contractor Association and the Union under the classifications contained herein which will more nearly fit the particular character of the employment. Temporary classifications and wage rates shall be immediately referred to the Joint Adjustment Board which shall, at its next meeting, review and recommend usage of the proper classifications and wage rates. Either party shall thereafter have the right to submit a dispute under this section in the manner set forth in Article V.

402. The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined by the Contractor; provided that if a Contractor, in determining the number of employees or the number of classifications of employees, shall lessen the number of employees or the number of classifications customarily used to perform any such operation, the Union may have the issue of such reduction in employees or in classifications determined by the

grievance and arbitration procedure provided in Article V of this Agreement. In determining such disputes, consideration shall be given to the necessity for additional employees or classifications as well as to other pertinent factors.

403. Because the Contractor and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there by any restrictions against the use of any kind of machinery, tools, or labor-saving devices, provided, however, that such machinery or power equipment shall be furnished by the Contractor, and provided further that no employee shall be required to work under any conditions that are injurious to his health or safety in conflict with a present well-established custom regulating such use where the work is being performed.

404. The Contractor agrees to recognize and observe craft jurisdiction insofar as possible and practicable and that wage scales apply to classifications rather than to men, and the Union agrees to permit the occasional or temporary transfer of employees of one classification to any other classification or between crafts; provided that, when such transfers are made the employee shall be paid for the entire day on the basis of the rate of the highest paid classification in which he worked during the day. Abuse by any Contractor of the privilege granted in this paragraph 404 shall subject him to withdrawal of the privilege for an appropriate period through the procedures established in Article V.

405. Each employee employed in accordance with the terms of this Agreement shall receive the minimum hourly wage rates specified in Article XVI. Any other method of

paying employees, such as the use of piecework, bonus systems, quota setting, or lumping of the work, shall be deemed a violation of this Agreement. Grievances shall be settled in accordance with Article V of this Agreement.

406. The Contractor recognizes those sections of the Constitution and Laws of the United Brotherhood of Carpenters.

* * *

ARTICLE XIII
Working Rules

1301. The following working rules shall govern the employment of employees performing any work covered by the terms of this Agreement in the area of Southern California as described in paragraph 101 of this Agreement.

1302. SINGLE SHIFT:

1302.1. Eight consecutive hours, exclusive of lunch period, between 8:00 A.M. and 5:00 P.M., shall constitute a day's work. Forty hours, Monday 8:00 A.M. through Friday to 5:00 P.M. shall constitute a week's work.

1302.2. All time worked in excess of eight consecutive hours, exclusive of lunch period, or all time worked in excess of forty straight-time hours per week and all time worked before 8:00 A.M. and after 5:00 P.M. and all work performed on Saturdays; Sundays and Holidays shall be paid at the overtime rate, except as otherwise provided for in this Article.

1302.3. For a period of not less than five consecutive working days, the Contractor may deviate the starting time of the complete job from 8:00 A.M. to 7:00 A.M. for one of the following reasons:

1302.3.1. Desert heat and/or wind, traffic conditions or similar conditions existing at the jobsite which impair the progress of the job.

1302.4. Written notification from the Contractor of deviation in starting time shall be received by the appropriate District Council, or where there is no District Council, the Local Union having jurisdiction, not less than twenty-four hours prior to the starting date of deviation and shall contain the following information: Address of job, starting deviation hour, starting time for deviation, reason for deviation, approximate ending date of deviation.

1302.5. The Contractor may deviate the starting time of the complete job to 7:30 A.M. for not less than five consecutive working days for any reason. The Contractor shall notify the appropriate District Council, or where there is no District Council, the Local Union having jurisdiction, by telephone, provided the telephone notification is confirmed, in writing, within twenty-four hours; the written notice to provide the address of the job and approximate duration of the deviation and provided further, that, upon change of the starting time to the regular 8:00 A.M. starting time, the Contractor shall again notify in writing, the appropriate District Council, or, where there is no District Council, the appropriate Local Union having jurisdiction, of the change from the approved deviation in the starting time.

1302.6. Overtime rates shall not be paid for work performed before 8:00 A.M., Monday through Friday, on jobs where deviation in shift-starting time is in compliance with the provisions contained in paragraph 1302.3, 1302.4 and 1302.5 of this Article.

1302.7. In the event a Contractor fails to give proper notice to the Union of a deviation in starting time, the Contractor shall be considered in violation of the Agreement and shall be required to pay proper overtime for all time worked prior to 8:00 A.M.

1303. MULTIPLE SHIFTS:

1303.1. When so elected by the Contractor, multiple shifts may be worked for five or more consecutive days, provided that the Union is notified 24 hours in advance of the effective date of the starting of such multiple-shift operations.

1303.2. Contractors shall have the right to designate the craft or crafts on any project or portion thereof who shall work on a multiple-shift basis; provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single-shift basis. In no event shall the regular working hours of separate shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts and in no event shall such interval exceed one hour.

1303.2.1. It is understood that a single and a multiple shift may work concurrently on a project.

1303.3. If the Contractor elects to work the day shift between 8:00 A.M. and 5:00 P.M., that shift shall work eight consecutive hours exclusive of meal period. Second or third shifts shall work seven consecutive hours exclusive of meal period, for which working time employees on each shift shall receive eight hours' pay at straight-time rates, Mondays through Fridays.

1303.4. The Contractor may regulate the starting time of the two-shift operation to permit the utilization of daylight hours by starting the first shift prior to 7:00 A.M. and each shift shall work seven and one-half consecutive hours exclusive of meal period, for which time employees on each shift shall receive eight hours' pay at the straight-time rate, Monday through Friday.

1303.5. On regular two or three-shift operations, the Contractor may deviate the starting time of the day shift by

the same procedure provided in paragraphs 1302.3, 1302.4 and 1302.5.

1303.6. It is agreed that the Contractors and the Union may mutually agree, in writing, upon different starting and quitting times for any of the shift arrangements provided in paragraphs 1302 and 1303.

1304. SHIFT OVERTIME:

1304.1. On a three-shift operation starting at 8:00 A.M. Monday, the 15th or Friday graveyard shift ending on or before 8:00 A.M. Saturday morning will be considered Friday work. The Saturday graveyard shift ending on or before 8:00 A.M. Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on or before 8:00 A.M. Monday morning will be considered Sunday work.

1304.2. Any time worked from Friday midnight to Sunday midnight or on holidays or in excess of the regular shift hours shall be paid for at the applicable overtime rate, except as provided above. Overtime rates shall not be paid on shift premium pay.

1305. SPECIAL SHIFTS:

1305.1. When maintenance or remodeling work cannot be performed on the regular day shift because of the fact that establishments cannot suspend operating during the day a special single shift may be employed starting at 5:00 P.M., 5:30 P.M., 6:00 P.M. or 6:30 P.M., Monday through Friday, and employees on this shift will work seven consecutive hours exclusive of meal period, for which they will receive eight hours' pay at the straight-time rate.

1305.2. This provision may be applied to work other than maintenance and remodeling by mutual agreement, in writing, between the Contractor and the Union.

1305.3. It is agreed, however, in the operation of this shift, no employee will lose a shift's work. Any employee

working a total number of hours in excess of eight on this and any other shift during the 24-hour period shall receive the double-time rate for hours worked in excess of eight.

1305.4. Special conditions on a job brought about by prohibitions which are imposed on the hours of work by a public authority relating to public safety or other emergency public requirements shall allow the Contractor to perform work outside the regular shift hours and an employee shall work seven consecutive hours for which he shall receive eight hours' straight-time pay, Monday through Friday.

1306. Any employee working on Saturdays, Sundays or holidays shall be guaranteed four hours' pay at the appropriate overtime rate and if more than four hours are worked, the employee shall be paid for actual hours worked at the appropriate overtime rate.

1307. Any workman or employee reporting for work at the regular starting time for whom no work is provided shall receive pay for two hours at the stipulated rate and all fringe benefits for his classification for so reporting unless he has been notified before the end of his last preceding shift not to report; and any employee who reports for work and for whom work is provided shall receive not less than four hours' pay; and all fringe benefits for his classification and, if more than four hours are worked in any one day, shall receive not less than a full day's pay therefor, unless prevented from working for reasons beyond the control of the employer, including, but not limited by, such factors as inclement weather, or breakdown causing discontinuance of a major unit of the project during which time employees are not required or requested to remain on the project by the employer or his agent. Workmen or employees referred under Article II to the employers' jobs who arrive in an unfit condition to work, without proper tools, credentials, or who are not ready to go to work or who are not otherwise

qualified shall not be paid showup time, or subsistence. The employee shall furnish the employer with his current address and phone number, if any. The employer shall furnish the employee with the employer's current address and telephone number at the time of employment. Carpenters who voluntarily quit shall receive pay only for hours worked.

1307.1. All pay for work performed shall be reckoned by the day and one-half day.

1308. Employees shall travel to and from their work on their own time and by means of their own transportation.

1309. Subsistence:

1309.1. In the subsistence area as hereinafter defined in Exhibit "A" subject to exceptions noted below, subsistence shall be paid at the rate of fourteen dollars ($14.00) per scheduled work day effective May 1, 1974. There shall be no pro-rating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

1309.1.1. Vandenberg Air Base and Point Arguello are included in the subsistence areas. Subsistence will not be payable unless the home of an employee or workman is over thirty (30) road miles from the center of the job or project located at Vandenberg Air Base or Point Arguello.

1309.2. Effective June 15, 1975, subsistence payments shall be increased to fifteen dollars ($15.00) per day.

Effective June 15, 1976, subsistence payments shall be increased to sixteen dollars ($16.00) per day.

1309.3. An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

1309.4. No subsistence need be furnished or paid in the following instances:

1309.4.1. When work performed on the job or project is located within the free zone designated in Exhibit "A".

1309.4.2. When the home of an employee, at the time a job is bid or commitment made on non-bid projects is located within thirty (30) road miles of the job or project which is located in the subsistence area.

1309.4.3. When an employee has been notified by the Contractor prior to his arrival at the jobsite not to report for work.

1309.4.4. When the work performed on the job or project is located within a fifty (50) mile radius of the City Hall of Bishop, California, effective July 1, 1974.

1309.5. Effective May 1, 1974, subsistence shall be paid at the rate of nineteen dollars ($19.00) per day in the Counties of Inyo and Mono and shall be increased thereafter as follows:

June 15, 1975, increased to $20.00 per day.

June 15, 1976, increased to $21.00 per day.

1309.6. Subsistence as provided in paragraphs 1309.1 and 1309.2 shall be paid on projects on the following offshore islands:

Richardson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island (Channel Islands Monument)

1309.7.1. Employees reporting at the embarkation point for travel to the above named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel. Travel

time shall start and end at the point of embarkation at the time and place designated by the Contractor.

1309.8. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.

1309.9. Hardwood Floor Workers and Shinglers shall receive subsistence payments when working beyond thirty (30) road miles from the Local Union from which they are cleared to the job notwithstanding that the job falls within the free zone of the Construction Carpenter.

1310. Employees shall not work more than five (5) consecutive hours without a one-half hour (½) meal period. When employees work over five hours without being provided with a one-half hour meal period, they shall receive one-half hour pay at the double-time rate. When an employee is required to work overtime for more than three (3) hours over the regular eight (8) hours, the employer agrees to provide a meal period and the employee shall have sufficient time to eat the meal without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for one-half hour at the double-time rate. Meal periods may be staggered so to meet job requirements.

1311. All wages must be paid weekly on the job. Each employee shall be paid prior to the end of his shift. When men are discharged, they must be paid wages due them at the time of discharge, in accordance with the California State Labor Code. When an employee quits, he must be paid wages due him in accordance with the California State Labor Code. Notwithstanding the grievance procedure in this Agreement, employees who are not paid in accordance

with the provisions of this paragraph 1311 only, may, if desired, appeal directly to the Labor Commissioner.

The Contractor shall be financially responsible for all wages owed to any workman for work performed on the Contractor's job or project, provided there has been an appropriate demand made in writing to recover said wages and a copy of such demand has been furnished to the Contractor.

The Union shall have the right to take any legal or economic action, including withdrawal of services, refusal to dispatch carpenters and strike action against any Contractor who fails to pay wages due. The Grievance and Arbitration procedure as set forth in this Agreement shall not apply to any issue or dispute concerning the non-payment of wages under this Agreement, unless the parties agree mutually to utilize such grievance and arbitration procedure.

1311.1. Should an employer knowingly or repeatedly compensate an employee with a check for which payment is refused by the employer's bank because of insufficient funds or should an employer fail to pay his employees on the regular, established pay day for his job, the obligation of the individual employer to the individual employee shall continue at the employee's regular straight-time rate for a period not to exceed forty hours, notwithstanding the above unless the refusal of payment by the bank is due to the bank's error or omission or to circumstances which are beyond the control of the individual employer and unless the individual employer's failure to pay his employees on the regular, established pay day for his job was due to circumstances which are beyond the Contractor's control. Furthermore, should an employer knowingly or repeatedly compensate an employee with a check for which payment is refused by the employer's bank because of insufficient funds, the employer will be required to issue only certified

checks for all employees working under this Agreement on that job for the duration of that job on which said check was issued. Any questions concerning responsibility of the individual employer or whether the omission is beyond his control shall be subject to the grievance procedure of this Agreement.

1311.2. An employer who fails to pay his employees on the regular established pay day for his job, shall be subject to the grievance procedure of this Agreement.

1311.3. All employees shall be notified ten (10) minutes in advance of termination and they shall be allowed the balance of the shift or half shift off to gather tools and personal belongings and shall be paid to the end of the shift or half shift.

1311.4. Upon termination by the Contractor, the employee shall be paid immediately in full. His pay status shall continue for each calendar day until pay received (not more than eight (8) hours pay shall be charged for any calendar day).

1312. The Contractor shall show the total straight-time and total overtime hours worked on each check stub or voucher. The Contract shall, effective upon the next printing of checks or vouchers, show his name and address on each check stub or voucher. Each individual employer shall provide with each payroll check an itemized check stub showing separately date of issuance, each deduction made for the payroll period covered by the check or a separate statement showing the name of the employee, the name and address of the individual employer, with each payroll check showing total hours and deductions made for the payroll period. There shall be no cash payment of any nature or kind whatsoever. Payment by cash or second or multiple checks or combination thereof or bonuses shall be prima facia evi-

dence of an attempt to violate the provisions of this Agreement.

1313. When the Union and the Contractors consider and agree that conditions in the industry in the area covered by this Agreement warrant a shortened workday or workweek, the parties shall jointly give adequate consideration and discussion of such changes; provided, however, that any such changes in the workday or workweek shall not be used to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the workday and workweek.

1314. The Contractor shall be responsible for the upkeep and sharpening of saws during the course of employment on the job by providing either saw-sharpening time or saw-sharpening service. It is understood that Carpenters at the beginning of employment shall have sharp saws.

1315. Carpenters and apprentices shall furnish their own tools, but shall not furnish, rent or lease saw horses, ladders, mitre boxes, electric drills, automotive equipment to be used for the purpose of hauling or delivering individual employer's material or equipment, or any kind of power-operated machines or saws. Each employee shall arrive on the job with tools in proper condition. To implement this section, the individual carpenter shall provide a tool box with a lock.

1315.1. The individual employer shall provide a secure place on each jobsite where his employees may keep their tools. If all or any part of the employee's tools are lost by reason of failure of the individual employer to provide such a secure place, or by fire, flood, or theft involving unlawful entry while in the secure place designated by the individual employer, the individual employer shall reimburse such employee for any such loss. The employee suffering said

loss shall report the loss during his next working day and the Contractor shall acknowledge liability or reject the claim within two working days after report of the loss or claim. Disputes resulting from this section shall be submitted to the grievance procedure as outlined in Article V.

1315.2. The Contractor shall furnish cool and potable drinking water in sufficient quantities for the need of the employees and make available sanitary drinking cups and salt tablets.

1316. In the event free parking facilities are not available within three blocks of a jobsite, the individual employer will provide such facilities and the individual employer shall have the right to designate parking areas to be used, where, because of congested parking conditions, it is necessary to use public facilities, the individual employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. In the event free parking facilities are not available within three blocks of the jobsite, designated parking areas shall be reasonably level and graded to drain.

1317. The Contractor shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred prior to employment, or the filing of a claim for workmen's compensation benefits.

1317.1. When an employee is injured while at work to the extent of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

1318. Not more than three members of the Contractors' firm (partnership, corporation or joint venture) shall work

with the tools of the trade. Any person working with the tools of the trade shall be covered by the terms and conditions of this Agreement, including the provisions of paragraph 206 and contributions to the Trust Funds to the extent such contributions are legally permissible and allowed by the Trust Funds.

1319. *Efficiency*—It is agreed that the Carpenters, through their Business Agents, use their efforts to encourage greater efficiency on the job and that they refrain from the solicitation of premium payments for employees represented by the Union. The employees and the Union shall use their efforts to encourage greater efficiency compatible with sound construction safety practices on the job.

1320. *Safety*—The Union shall cooperate (1) with the individual Contractor and with each other in carrying out all of the individual Contractor's safety measures and practices for accident prevention and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. The individual contractors must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

1320.1. All Federal and State Safety Rules, regulations, orders and decisions shall be binding upon the individual contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions.

1320.2. The individual contractors shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Unions or District Councils are responsible for such implementation or maintenance.

1320.3. The Contractor will furnish for the use of his employees any necessary waterproof or foul weather gear, safety helmets, or any other necessary protective clothing as required by CAL-OSHA or the Contractor. Employees may be held monetarily responsible for such items properly checked out to them with the understanding that such items broken, worn out in normal use, or lost in a manner beyond the control of the employee are excluded.

* * *

ARTICLE XVI

Wage Scales for United Brotherhood of Carpenters and Joiners of America

1601. Effective July 1, 1974, all foremen not herein separately classified shall be paid not less than 75¢ per hour more than the hourly rate of the highest Carpenter's classification listed below over which they have responsibility, excluding the classification "Pneumatic Nailer or Power Stapler".

The following hourly wage rates shall apply:

CLASSIFICATION	4/1/75	6/15/75	9/1/75
Carpenter	$8.53	$8.83	$9.07
Shingler	8.66	8.96	9.20
Hardwood Floor Worker	8.73	9.03	9.27
Millwright	9.03	9.33	9.57
Saw Filer	8.61	8.91	9.15
Table Power Saw Operator	8.63	8.93	9.17
Pneumatic Nailer or Power Stapler	8.78	9.08	9.32
Wood Fence Builder on Residential Projects	7.46	7.76	8.00
Roof Loader of Shingles	7.20	7.50	7.74
Pile Driver Foreman	9.41	9.71	9.95
Bridge or Dock Carpenter and Cable Splicer	8.66	8.96	9.20
Piledriver Man — Derrick Bargeman	8.66	8.96	9.20
Head Rockslinger	8.76	9.06	9.30
Rockslinger	8.66	8.96	9.20
Rock Bargeman or Scowman	8.56	8.86	9.10
Cabinet Installer	8.53	8.83	9.07
Acoustic Installer (1 Nov. 1974)	8.73	9.03	9.27

The Union may, at its discretion, upon at least sixty (60) days' written notice prior to dates indicated, allocate the increases outlined below to (1) Hourly Rates, (2) Health and Welfare, (3) Vacation, (4) Pension, (5) Apprenticeship & Training Fund:

12/ 1/74	30¢ per hour
4/ 1/75	45¢ per hour
6/15/75	50¢ per hour
9/ 1/75	50¢ per hour
6/15/76	$1.00 per hour

1602. Apprentices covered by terms of this Agreement shall be paid the following percentage of the Journeyman Carpenters' hourly wage rate:

Trainee Period	Percentage
First 6-month period	60%
Second 6-month period	65%
Third 6-month period	70%
Fourth 6-month period	75%
Fifth 6-month period	80%
Sixth 6-month period	85%
Seventh 6-month period	90%
Eighth 6-month period	95%

1602.1. Piledriver trainees covered by the terms of this Agreement shall be paid the following percentage of the Piledriver Man's hourly wage rate:

Trainee Period	Percentage
1st three-month period	70%
2nd three-month period	75%
2nd six-month period	80%
3rd six-month period	85%
4th six-month period	90%

1602.2. Insulation Installer Trainees and Weatherstripping Installer Trainees shall receive the following percentage of the Journeyman Carpenter's hourly wage rate:

Trainee Period	Percentage
1-400 Hours	50%
401-800 Hours	60%
801-1200 Hours	70%

1201-1600 Hours	80%
1601-2000 Hours	90%

1602.3. Acoustical Installer Trainees shall receive the following percentage of the Journeyman Carpenter's hourly wage rate:

Trainee Period	Percentage
1st month (probationary)	50%
Next two months	60%
2nd three months	65%
3rd three months	70%
4th three months	75%
5th three months	80%
6th three months	85%
7th three months	90%
8th three months	95%

1603. Men working from Bosun Chairs or Swinging Scaffolds, or suspended from a rope or cable, shall receive 25% per hour above the applicable Journeyman, Apprentice or Piledriver Trainee rate. All employees working from Bosun Chairs shall wear a safety belt provided by the Contractor.

1604. Stabbing Interlocking Sheet Pile (See paragraph V of Appendix A—Special Working Rules for Piledrivers).

1605. When an employee uses survey instruments, he shall receive not less than the rate of pay for his regular classification.

1606. Separate negotiations will be held on special working rules for scaffolding. Upon completion of these negotiations, the special working rules agreed upon shall be attached and made a part of this Agreement.

1607. Overtime Rates: Double time for all overtime, except for Piledriver Man—Bridge or Dock Carpenters on tide work (See Tide Work Schedule) and as provided for Remote Projects in Article XIV. Overtime hours shall be paid at the overtime rates for hours worked.

1608. A Carpenter who performs work of forming in the construction of open cut sewers or storm drains shall receive a premium of 13¢ per hour in addition to his Carpenter's scale. This premium shall apply only on an operation in which horizontal lagging is used in conjunction with Steel H-Beams driven or placed in pre-drilled holes for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by piledrivers.

1609. Riggers: The same wage scale shall apply as the craft to which rigging is incidental.

1610. Welders: The same wage scale shall apply as the craft to which welding is incidental.

1611. Tide Work Schedule: The following provisions shall apply to Piledriver Men on jobs or projects working a single shift only:

1611.1. When an employee is called out to work broken time or tide work Monday through Friday, the minimum pay for such work shall be eight hours at the applicable regular, straight-time rate or rates. Subject to the above minimum, in computing the time to be paid for under this provision, eight hours or less worked between 8:00 A.M. and 5:00 P.M. shall be paid for at the applicable straight-time rate or rates, and time in excess of eight hours worked between 8:00 A.M. and 5:00 P.M. and any time worked before 8:00 A.M. or after 5:00 P.M. shall be paid for at the applicable overtime rate or rates.

1611.2. In the event an employee is called out to work broken time or tide work on Saturdays, Sundays or holidays, the applicable overtime rate or rates shall be paid for all time worked and the minimum pay shall be six hours at such overtime rate or rates.

1612. Foremen: The selection of the individual who will be craft foreman is at the sole discretion of the Contractor. It is understood that a craft foreman shall be an employee employed under the terms of this Agreement and shall receive the foreman's differential. Such craft foreman may work with the tools of the trade in accordance with the provisions of paragraph 403. Only craft foremen who normally work with the tools of their trade during straight-time periods may work with the tools of their trade during overtime periods. The need for any number of craft foremen required for the performance of the work shall be determined in accordance with the provisions of paragraph 402. It is understood that in certain cases, by reason of custom and practice established by the parties, a craft foreman may direct the work and employees of more than one craft. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article V of this Agreement on the basis of such custom and practice. Whenever the employer assigns supervisory authority to an employee covered by the terms of this Agreement, the employee will be paid at the foreman's rate.

1613. Except in case of emergency, if any of the employees not covered by this Agreement, as set forth in paragraph 201 (such as superintendents, assistant superintendents or master mechanics), shall act in the capacity of a craft foreman or work with the tools of a craft or trade signatory to this Agreement, he shall be a member of the Union.

ARTICLE XVII

Health and Welfare

1701. The parties have established a Joint Health and Welfare Trust Agreement between the Contractors and the Union. Each Contractor covered by this Agreement shall

contribute the sum designated in Attachment 1 to the Carpenters Health and Welfare Trust for Southern California.

1701.1. The Contractor may make voluntary contributions on behalf of craft superintendents or assistant craft superintendents, as they are defined in the exclusion clause of paragraph 201, in the amounts and manner to be determined by the Trustees.

1701.1.1. Within thirty (30) days of the effective date of any National Health Insurance Plan, the Union may at its discretion distribute the monies designated in Attachment I to (1) Hourly Rates, (2) Vacation, or (3) Pension.

1701.1.2 Effective June 15, 1975—The Union has the option of allocating five cents (5¢) of any wage increase to the Health and Welfare Fund for the purpose of Contract Administration as outlined below. This money paid into the fund is to be used for the purpose of supplementing sums available for administrative expenses of the Health and Welfare Fund including expenses of collection of delinquent Employer contributions and assisting covered employees and their eligible dependents in filing and processing of benefit claims.

1702. In case the auditors for the Board of Trustees conduct an audit and determine that a Contractor has violated the provisions of this Agreement for hours worked (or paid for), in his method of computation of contributions, or if adequate records are not made available to allow the auditor to make his determination in that regard, or if hours worked for each payroll period are not recorded on payroll records, or in case the gross compensation, including any remuneration or compensation not required by this Agreement, divided by the hours reported, exceeds the employee's base rate, plus $3.00 per hour, the following formula shall apply automatically to the entire Carpenters' payroll. For the first

violation determined by the auditors for the Board of Trustees, the following formula shall apply only to the employees involved. For the second and subsequent violations determined by the auditors for the Board of Trustees, the following formula shall apply to the entire Carpenters' payroll:

1702.1. The gross compensation of the employee paid or payable by reason of his work shall be divided by the base rate, i.e., the lowest hourly contract wage rate, including any differentials, for any classification in which the employee worked during the report periods involved in the audit, and the quotient from that calculation shall be multiplied by the applicable rate of health and welfare contribution. The resulting sum is owning to and shall be paid to the said Trust. For purposes of this provision, the said quotient shall be deemed to be the number of hours worked by the employee during the report periods involved in the audit.

1702.2. In case a Contractor, thus audited, fails to comply with the provisions of this Article within seventy-two hours after written notice is sent, via Registered Mail or Certified Mail-Return Receipt Requested by the Trust Office, the Union shall have the right of withholding service from such Contractor until such payments are made.

1703. Any Contractor who is audited by the Board of Trustees and concerning whom the Board of Trustees concludes that contributions to said Trust have not been computed or made by him in the manner required by paragraph 1702, shall be liable for the expense of such audit in addition to any other liability set forth under this Agreement or the Agreement and Declaration of Trust establishing the Carpenters Health and Welfare Trust for Southern California.

1704. Any Contractor shall make available to the Board of Trustees, upon its request, a copy of his quarterly State Tax Return.

1705. The Board of Trustees may authorize the attorneys for the said Trust to sue and attach in connection with delinquent accounts.

ARTICLE XVIII

Pension Plan

1801. The parties have established a Joint Pension Trust Agreement between the Contractors and the Union. Each Contractor covered by this Agreement shall contribute the sum designated in Attachment 1 to the Carpenters Pension Trust for Southern California.

1801.1. The Contractor may make voluntary contributions on behalf of craft superintendents or assistant craft superintendents, as they are defined in the exclusion clause of paragraph 201, in the amounts and manner to be determined by the Trustees.

1802. The audit procedures of paragraphs 1702, 1703, 1704 and 1705 are incorporated in this Article by reference.

ARTICLE XIX

Vacation Savings and Holiday Plan

1901. The parties have established a Joint Vacation Savings and Holiday Plan and Trust. Each contractor shall make payments in the amount designated in Attachment 1 to the 11-County Carpenters Vacation Savings and Holiday Plan.

1902. The contributions so made shall be deemed to be, and shall be treated as, subject to withholding tax and Social Security and Unemployment taxes as a part of the total compensation payable at the end of the individual Employer's payroll period during which such work is performed or paid for, but the full per-hour payment shall be transmitted to the Plan. Such payments shall not be a part of the hourly wage rates contained in this Agreement for the pur-

pose of computing overtime or reporting time or for any other purpose of this Agreement or part of the "regular rate" or "basic hourly rate" for the purpose of the Federal Fair Labor Standards Act or the Walsh-Healy Act or any other law, ordinance or regulation, except that if, consistent with the foregoing, such payments can be considered and treated as a part of the wage prevailing in the area for the purpose of the Federal Davis-Bacon Act and similar federal, state or local laws, ordinances or regulations, they shall be so considered and treated.

1903. The provisions of paragraphs 1702, 1703, 1704 and 1705 are incorporated into this Article by reference.

* * *

ARTICLE XXII

Pre-Job Conference

2201. It is agreed there will be a pre-job conference prior to the start of any job or project at the option of either party where the agreed or estimated cost is $500,000 or more.

2202. The individual Contractor shall advise the Union, in writing, of the names and addresses of all subcontractors to be employed or contracted with for services to be performed under this Agreement. Such written notice shall be made at the pre-job conference or prior to the commencement of work by any such subcontractor.

2203. The individual employer shall, upon request of the Union, submit letters of work assignment.

* * *

APPENDIX F

Special Rules for Residential Construction

In addition to the Working Rules contained in Article XIII, the following special rules for residential construction shall pertain only to that rough and finished carpentry work

performed on a piecework basis and shall be specifically limited to the construction of wood frame housing whether it be single family residences, apartments or condominiums.

Any Contractor eligible under the above definition may qualify for the special rules only if he meets all of the following conditions. Failure to comply with the following conditions shall exclude such Contractor from the special rules and he shall abide by the rules pertaining to all Contractors.

The Contractor must register the job or project with the Carpenter's Trust Office the minimum of 30 days prior to the start of construction and supply the following information:

1. Name, address, telephone number, contract license of developer or owner.
2. Name, address, telephone number, contract license of general contractor, if one utilized.
3. Project title and address.
4. List of Carpenter Employer subcontractors and their subcontractors, and revisions of said list prior to a subcontractor commencing work on a job or project.
5. Lending institution.

A minimum of ten (10) calendar days prior to the start of construction, the Contractor shall submit the following information to the Trust Office and a pre-job conference may be requested by the Union, any affected Contractor, or the Trust Office. Whether or not a pre-job conference is held, the Contractor shall submit to the Trust Office a breakdown of the contract detailing:

1. Number of housing units.
2. Square feet of floor area of each story of each unit and total square feet of project.

Minimum man-hours for fringe benefit payment purposes shall be determined by the Trust Office on the following basis:

1. On the basis of six man-hours per 100 square feet of floor space for rough carpentry.
2. On the basis of one man-hour per 100 square feet of floor space for finished carpentry.

This estimate will then determine the minimum amounts of money to be contributed from the project to the Trust over the duration of the project. The report should be filed monthly on Trust forms on a project man-hour basis as required by the Trust Agreement and/or the Master Labor Agreement.

The above minimum formula shall be reviewed after the first six (6) months, then after the second six (6) months, then annually by the parties to the Agreement. The formula may be revised by the parties based upon the above reviews.

In addition to the above, and prior to the start of work, the Trusts may require a cash deposit with ten (10) days notice to the employer in the amount of two consecutive months' benefits that may accrue to the Trusts from the Contractor or subcontractor who intends to perform carpentry work under this special provision for piecework contractors.

If the Contractor or subcontractor who selects to operate under this piecework agreement fails or refuses to make the payments to the Trusts as required, the Trust office shall immediately notify the Union to withhold service from any and all jobs of said Contractor or subcontractor.

In the event that said job or project and/or its Contractor or subcontractor does not follow the above procedures and then chooses to operate on a piecework basis, the Union shall have the right to take any legal or economic action

including withdrawal of services and strike action against said project and its contractors and subcontractors.

For those contractors who are eligible under the special conditions for residential houses, the following additional delinquency definition shall apply.

1. Failure to register the job as required.
2. Failure to list all the subcontractors Carpenter employees and any revised list of subcontractors or their subcontractors prior to their commencement of work.
3. Failure to register with the Trust office.
4. Failure to report employees of sub-tier subcontractors Carpenter employees who have not registered as residential.
5. Failure to attend a pre-job conference when a conference is scheduled on jobs in excess of $1,000,000.00 (one million dollars).

Any disputes arising between the parties in connection with this section are subject to the provisions of Article V.

1977 CONTRACT PROPOSALS OF WOELKE & ROMERO FRAMING, INC. TO SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

The attached contract proposal is made to supercede and, therefore, modify all existing collective bargaining agreements, including but not limited to the 1974-1977 Carpenters Master Labor Agreement and the 1974 Memorandum Agreement between Woelke & Romero Framing, Inc., and all its affiliated or related companies and the Southern California Conference of Carpenters. Woelke & Romero Framing, Inc. reserves the right during the course of negotiations to add to, subtract from, or modify the attached proposal.

Submitted: _____, 1977

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 1977, at Los Angeles, California between WOELKE & ROMERO FRAMING, INC. ("EMPLOYER") and the SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS on behalf of its affiliated District Councils and Local Unions in the Eleven Southern California Counties and the United Brotherhood of Carpenters and Joiners of America ("UNION").

ARTICLE I
UNION RECOGNITION

A. The Employer recognizes the UNION as the sole and exclusive collective bargaining representative of all employees in the following appropriate collective bargaining unit: all rough-framing carpentry employees employed by

the Employer at its jobsites in the Eleven Southern California Counties, but excluding all other employees, office clerical employees, guards, and supervisors as defined in the National Labor Relations Act.

B. Supervisors shall not perform work normally performed by employees in the above appropriate collective bargaining unit except in cases of emergency, when incident to the training of new employees, or when such work is performed in the course of giving instructions to employees.

ARTICLE II
DEFINITIONS

A. *Eleven Southern California Counties* shall mean the following counties in the State of California: Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, and Kern.

B. *Employee* shall mean a person employed by the Employer who is within the collective bargaining unit set forth in Article I.A above.

C. *Supervisor* shall mean an individual employed by the Employer having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

D. *Party or Parties* to this Agreement shall mean the EMPLOYER, on the one hand, and the UNION on the other.

ARTICLE III
COVERAGE

A. This Agreement shall apply to all work specified in paragraph B of this Article performed by the Employer in the Eleven Southern California Counties.

B. This Agreement covers: all rough-framing carpentry work above or below ground or water level on all construction including but not limited to construction, erection, alteration, repair, modification, demolition, addition or improvement of or to a building or any other structure, or construction.

ARTICLE IV
UNION-SECURITY

A. Employees employed by the EMPLOYER for a period of 8 days continuously or accumulatively shall be or become after the 8-day period, or 8 days after the effective date of this Agreement, whichever is later, members of the UNION and shall remain members of the UNION as a condition of continued employment. Membership in the UNION shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership in the UNION.

B. The EMPLOYER shall not be required to discharge any employee pursuant to this section until a written notice from the UNION of such employee's non-compliance with this section, stating all pertinent facts showing such non-compliance, shall have been served upon the EMPLOYER.

C. Subject to the foregoing, the EMPLOYER shall have complete freedom of selectivity in hiring, and the EMPLOYER retains the right to reject any job applicant referred by the UNION for any reason. The EMPLOYER may discharge any employee for just cause; provided, there shall

be no discrimination on the part of the EMPLOYER against any employee, for activities on behalf of, or representation of, the UNION not interfering with the proper performance of his duties.

D. The EMPLOYER may discharge any employee for just cause. Disputes shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE V

EMPLOYER'S USE OF UNION HIRING HALL

A. In the employment of employees for all work covered by this Agreement, the following provisions shall be applicable:

1. The Local Unions shall establish and maintain open and non-discriminatory employment lists for the use of persons desiring employment on work covered by this Agreement and such workmen shall be entitled to use such lists free of charge.

2. The EMPLOYER may call upon the Local Union having work and area jurisdiction for such men as they may from time to time need, and the respective Local Union may furnish to the EMPLOYER the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the EMPLOYER strictly in accordance with the provisions of this Article.

3. It shall be the responsibility of the EMPLOYER when exercising the foregoing option, to give the Local Union the pertinent information regarding the employee's employment.

4. The Local Union or District Council will dispatch in accordance with the request of the EMPLOYER each such qualified and competent workman from among those entered on its lists in numerical order to the EMPLOYER

by the use of a written referral in the following order or preference, and the selection of workmen for referral to jobs shall be on a non-discriminatory bases:

a. Workmen specifically requested by name who have been employed, laid off or terminated as Carpenters in the geographic area of the 11 Southern California Counties, as the case may be, within three years before such request.

b. Workmen who within the five years immediately before the EMPLOYER's order for men, have performed work of the type covered by this Agreement in the geographic area of the Agreement, provided such workmen are available for employment.

c. Workmen whose names are entered on said lists and who are available for employment.

5. When ordering workmen of the skills required, the EMPLOYER will give notice to the Local Union not later then 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than 17½ hours before the required reporting time and, in the event that 48 hours after such notice the Local Union shall not furnish such employees, the EMPLOYER may procure employees from any other source or sources.

6. The EMPLOYER shall be under no obligation to order or to hire workmen referred to the EMPLOYER by the UNION in accordance with the foregoing procedure; in addition, the EMPLOYER retains expressly the right to reject any workmen so referred who have been previously terminated by the EMPLOYER for just cause.

ARTICLE VI
CLASSIFICATIONS

A. Should the EMPLOYER employ employees in the prosecution of work covered by this Agreement in occupations or upon equipment which is not covered by one of

the classifications herein specified, such employment shall, within three working days after a work assignment is made or the equipment is operated, be temporarily classified by the EMPLOYER and the UNION under the classifications contained herein which will more nearly fit the particular character of the employment.

B. The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined by the EMPLOYER.

C. Because the EMPLOYER and the UNION recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there by any restriction against the use of any kind of machinery, tool, or labor saving devices, provided, however, that such machinery or power equipment shall be furnished by the EMPLOYER and provided further that no employee shall be required to work under any conditions that are injurious to his health or safety in conflict with a present well-established custom regulating such use where the work is being performed.

D. The UNION agrees to permit the occasional or temporary transfer of employees of one classification to any other classification or between crafts; provided that, when such transfers are made, the employee shall be paid for the entire day on the basis of the rate of the highest paid classification in which he worked during the day.

ARTICLE VII
WAGES

Each employee employed under this Agreement shall receive at least the minimum hourly wages specified in Appendix A attached hereto; provided, however, that the EM-

PLOYER may, at its sole option, compensate the employees covered by this Agreement on a piece-work or other basis as long as said compensation equals or exceeds the minimum hourly wage rates set forth in Appendix A for the respective employee's proper classification hereunder.

ARTICLE VIII
FRINGE BENEFITS

A. *Holidays.*

1. The following days are recognized as holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on a Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the Sunday and Holiday overtime rate. No work shall be required on Labor Day except in case of extreme urgency when life or property is in imminent danger.

2. The EMPLOYER shall pay to each eligible employee holiday pay at the rate of his regular minimum hourly wage rate as set forth in Appendix A if the employee does not work on said holiday for the EMPLOYER. If the employee works on the holiday, the employee shall receive his wages earned for so working and holiday pay at his regular minimum hourly wage rate as set forth in Appendix A.

3. To be eligible for holiday pay, the employee must work his normally scheduled workday before and after the holiday.

B. *Health and Welfare.*

1. The EMPLOYER agrees to provide for each employee covered by this Agreement a health, dental, prescription drug, and eye care insurance plan equal in benefits

to the benefits now enjoyed by each employee hereunder. The selection of the insurance carrier and program shall be at the EMPLOYER's sole option. The cost of such program and insurance for both employee and dependent coverage shall be paid for by the EMPLOYER.

2. The EMPLOYER agrees to maintain the level of benefits provided initially under paragraph 1 above at its expense.

C. *Vacations.* The EMPLOYER shall provide directly to each employee vacation pay at the same rate, in the same amount, and at the times each such employee would otherwise receive such vacation pay if the EMPLOYER were contributing to the fund known as Joint Vacation Savings and Holiday Plan and Trust.

D. *Advancement Fund.* The EMPLOYER signatory hereto shall not be obligated in any manner to make any contributions to the fund known as the Construction Industry Advancement Fund.

* * *

ARTICLE XIV
GENERAL WORKING CONDITIONS

A. *Apprentices.*

1. The EMPLOYER may employ persons as apprentices to perform work covered by this Agreement. The employment of such apprentices shall be at the EMPLOYER's sole option; provided, however, that if the EMPLOYER does employ apprentices, such employment of such apprentices shall be in accordance with the standards of UNION's Local Joint Apprenticeship Committee; provided, further, that the ratio of apprentices to journeymen shall be at the EMPLOYER's sole option.

2. Apprentices covered by the terms of this Agreement shall be paid the following percentage of the journeyman employee's minimum hourly wage rate:

TRAINEE PERIOD	PERCENTAGE
1st 6-month period	60%
2nd 6-month period	65%
3rd 6-month period	70%
4th 6-month period	75%
5th 6-month period	80%
6th 6-month period	85%
7th 6-month period	90%
8th 6-month period	95%

B. *Shifts, Hours of Work, and Overtime.*

1. Eight consecutive hours, exclusive of lunch period, between 8:00 A.M. and 5:00 P.M., shall constitute a day's work. Forty hours, Monday 8:00 A.M. through Friday to 5:00 P.M. shall constitute a week's work.

2. All time worked in excess of eight consecutive hours, exclusive of lunch period, or all time worked in excess of forty straight-time hours per week and all time worked before 8:00 A.M. and after 5:00 P.M. and all work performred [sic] on Saturdays, Sundays and holidays shall be paid at the overtime rate, except as otherwise provided for in this Article.

3. For a period of not less than five consecutive working days, the EMPLOYER may deviate the starting time of the complete job from 8:00 A.M. to 7:00 A.M. for one of the following rreasons [sic]: desert heat and/or wind, traffic conditions or similar conditions existing at the jobsite which impair the progress of the job.

4. The EMPLOYER may deviate the starting time of the complete job to 7:30 A.M., for not less than five consecutive working days for any reason.

5. Overtime rates shall not be paid for work performed before 8:00 A.M., Monday through Friday, on jobs where deviation in shift-starting time is in compliance with the provisions contained in paragraph 3 or 4 above.

6. When so elected by the EMPLOYER, multiple shifts may be worked for five or more consecutive days, provided that the UNION is notified 24 hours in advance of the effective date of the starting of such multiple-shift operations.

7. The EMPLOYER shall have the right to designate the craft or crafts on any project or portion thereof who shall work in a multiple-shift basis provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single-shift bases. In no event shall the regular working hours of separate shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts and in no event shall such interval exceed one hour.

8. It is understood that a single and a multiple shift may work concurrently on a project.

9. If the EMPLOYER elects to work the day shift between 8:00 A.M. and 5:00 P.M., that shift shall work eight consecutive hours exclusive of meal period. Second or third shifts shall work seven consecutive hours exclusive of meal period, for which working time employees on each shift shall receive eight hours' pay at straight-time rates, Mondays through Fridays.

10. The EMPLOYER may regulate the starting time of the two-shift operation to permit the utilization of daylight hours by starting the first shift prior to 7:00 A.M. and each shift shall work seven and one-half consecutive hours exclusive of meal period, for which time employees on each

shift shall receive eight hours' pay at the straight-time rate, Monday through Friday.

11. On regular two or three-shift operations, the EMPLOYER may deviate the starting time of the day shift by the same procedure provided in paragraphs 1302.3, 1302.4 and 1302.5.

12. It is agreed that the EMPLOYER and the UNION may mutually agree, in writing, upon different starting and quitting times for any of the shift arrangements provided in paragraphs 1 through 11 above.

13. On a three-shift operation starting at 8:00 A.M., Monday, the 15th of Friday graveyard shift ending on or before 8:00 A.M. Saturday morning will be considered Friday work. The Saturday graveyard shift ending on or before 8:00 A.M. Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on or before 8:00 A.M. Monday morning will be considered Sunday work.

14. Any time worked from Friday midnight to Sunday midnight or on holidays or in excess of the regular shift hours shall be paid for at the applicable overtime rate, except as provided above. Overtime rates shall not be paid on shift premium pay.

15. Overtime rates for employees performing overtime work shall be two (2) times the employee's regular minimum hourly wage rate specified in Appendix A.

16. Special conditions on a job brought about by prohibitions which are imposed on the hours of work by a public authority relating to public safety or other emergency public requirements shall allow the employer to perform work outside the regular shift hours and an employee shall work seven consecutive hours for which he shall receive eight hours' straight-time pay, Monday through Friday.

17. An employee working on Saturdays, Sundays or holidays shall be guaranteed four hours' pay at the appropriate overtime rate and, if more than four hours are worked, the employee shall be paid for actual hours worked at the appropriate overtime rate.

18. Any workman or employee reporting for work at the regular starting time for whom no work is provided shall receive pay for two hours at the stipulated rate and all fringe benefits for his classification for so reporting unless he has been notified before the end of his last preceding shift not to report; and any employee who reports for work and for whom work is provided shall receive not less than four hours pay; and all fringe benefits for his classification and, if more than four hours are worked in any one day, shall receive not less than a full day's pay therefor, unless prevented from working for reasons beyond the control of the employer, including, but not limited by, such factors as inclement weather, or breakdown causing discontinuance of a major unit of the project during which time employees are not required or requested to remain on the project by the EMPLOYER or his agent. Workmen or employees referred to the EMPLOYERs' jobs by the UNION from the hiring hall who arrive in an unfit conditions for work, without proper tools, credentials, or who are not ready to go to work or who are not otherwise qualified shall not be paid showup time or subsistence. The employee shall furnish the EMPLOYER with his current address and phone number, if any. The EMPLOYER shall furnish the employee with the EMPLOYER's current address and telephone number at the time of employment. Employees who voluntarily quit shall receive pay only for hours worked.

19. Employees shall travel to and from their work on their own time and by means of their own transportation.

C. *Meal Periods and Payment of Wages.*

1. Employees shall not work more than five (5) consecutive hours without a one-half hour (½) meal period. When employees work over five hours without being provided with a one-half hour meal period, they shall receive one-half hour pay at the double time rate. When an employee is required to work overtime for more than three (3) hours over the regular eight (8) hours, the EMPLOYER agrees to provide a meal period and the employee shall have sufficient time to eat the meal without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for one-half hour at the double time rate. Meal periods may be staggered so as to meet job requirements.

2. All wages must be paid weekly on the job. Each employee shall be paid prior to the end of his shift. When men are discharged, they must be paid wages due them at the time of discharge, in accordance with the California State Labor Code. When an employee quits, he must be paid wages due him in accordance with the California State Labor Code. Nothwithstanding the grievance procedure in this Agreement, employees who are not paid in accordance with the provisions of this paragraph only, may, if desired, appeal directly to the Labor Commissioner.

The EMPLOYER shall be financially responsible for all wages owed to any workman for work performed for the EMPLOYER by the EMPLOYER's employees on the EMPLOYER's project, provided there has been an appropriate demand made in writing to recover said wages and a copy of such demand has been furnished to the EMPLOYER. The Grievance and Arbitration procedure as set forth in this Agreement shall apply to any issue or dispute concerning the non-payment of wages under this Agreement.

3. If the EMPLOYER fails to pay his employees on the regular, established pay day for his job, the UNION may institute the grievance procedure of this Agreement.

4. All employees shall be notified ten (10) minutes in advance of termination and they shall be allowed the balance of the shift or half shift off to gather tools and personal belongings and shall be paid to the end of the shift or half shift.

5. Upon termination by the EMPLOYER, the employee shall be paid immediately in full. His pay status shall continue for each calendar day until pay received (not more than eight (8) hours' pay shall be charged for any calendar day), not to exceed 30 work days.

6. When the UNION and the EMPLOYER consider and agree that conditions in the industry in the area covered by this Agreement warrant a shortened workday or workweek, the parties shall jointly give adequate consideration and discussion of such changes; provided, however, that any such changes in the workday or workweek shall not be used to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the workday and workweek.

D. *Tools, Equipment, Efficiency and Safety.*

1. The EMPLOYER shall be responsible for the upkeep and sharpening of saws during the course of employment on the job by providing either saw-sharpening time or saw-sharpening service. It is understood that employees at the beginning of employment shall have sharp saws.

2. Journeymen and apprentices shall furnish their own tools, but shall not furnish, rent or lease saw horses, ladders, mitre boxes, electric drills, automotive equipment to be used for the purpose of jauling [sic] or delivering the EMPLOYER's material or equipment, or any kind of power

operated machines or saws. Each employee shall arrive on the job with tools in proper conditions. To implement this section, the individual employee shall provide a tool box with a lock.

3. The EMPLOYER shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups and salt tablets.

4. In the event free parking facilities are not available within three blocks of a jobsite, the EMPLOYER will provide such facilities and the EMPLOYER shall have the right to designate parking areas to be used, where, because of congested parking conditions, it is necessary to use public facilities, the EMPLOYER shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly bases or at the conclusion of the project, whichever occurs earlier. In the event free parking facilities are not available within three blocks of the jobsite, designated parking areas shall be reasonably level and graded to drain.

5. The EMPLOYER shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred prior to employment, or the filing of a claim for workmen's compensation benefits. Nothing herein shall obligate the EMPLOYER to hire on [sic] continue in employment any employee who cannot perform the duties of the job for which he seeks employment or is employed.

6. When an employee is injured while at work to the extent of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

7. It is agreed that the UNION through its Business Agents shall use their efforts to encourage greater efficiency on the job and that they refrain from the solicitation of premium payments for employees represented by the UNION. The employees and the UNION shall use their efforts to encourage greater efficiency compatible with sound construction safety practices on the job.

8. The UNION shall cooperate (1) with the EMPLOYER in carrying out all of the EMPLOYER's safety measures and practices for accident prevention and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. The EMPLOYER must post the name and address of its doctor and the compensation insurance carrier on the jobsite.

9. All Federal and State Safety Rules, regulations, orders and decisions shall be binding upon the EMPLOYER and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions.

10. The EMPLOYER shall be solely responsible for implementation and maintenance of such safety laws, rules regulations, standards, orders and decisions. Neither the UNION nor any Local Unions or District Councils are responsible for such implementation or maintenance.

11. The EMPLOYER will furnish for the use of his employees any necessary waterproof or foul weather gear, safety helmets, or any other necessary protective clothing as required by CAL-OSHA or the EMPLOYER. Employees may be hald [sic] monetarily responsible for such items properly checked out to them with the understanding that such items broken, worn out in normal use, or lost in a manner beyond the control of the employee are excluded.

* * *

ARTICLE XVII
TERM, TERMINATION AND RENEWAL

This Agreement shall become effective on ____, 1977, and shall continue through midnight, June 15-16, 1978. It shall automatically be renewed from year to year thereafter unless either party gives to the other party a written notice of its desire to modify, amend, or terminate it at least 60, but not more than 90, days prior to June 15, 1978, or any June 15th thereafter if this Agreement has been automatically renewed.

Upon the termination of this Agreement, whether by expiration of its terms or otherwise, all rights and obligations of the EMPLOYER, the UNION, and the employees shall cease.

This Agreement is executed this ____day of _____, 1977.

WOELKE & ROMERO FRAMING, INC.	SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS
By _____	By _____
Its _____	Its _____

COUNTER PROPOSALS SUBMITTED BY THE 11 SOUTHERN CALIFORNIA COUNTIES OF CARPENTERS TO WOELKE & ROMERO FRAMING, INC. REGARDING AMENDMENTS TO THE MASTER LABOR AGREEMENT.

The 11 Southern California Conference of Carpenters submits the following counter proposals with the understanding that during the course of negotiations the Unions reserve the right to modify or submit additional proposals.

ARTICLE I — COVERAGE

101. As is in MLA.

101.1. As is in MLA.

101.1.2. Amend section to read as follows: "Each individual contractor whether corporate or other legal entity shall be liable under, subject to and bound by the Agreement and shall be binding upon the heirs, executors, administrators, purchasers and assigns of the individual contractor and shall be binding upon the contractor regardless of a change of entity, name or association or joint venture and shall bind any entity or venture that is a principle [sic], financially associated with the contractor. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by the Agreement in the area referred to as San Diego County or the forty-six (46) Northern California Counties, the contractor agrees to be bound by terms and conditions of the applicable AGC and Home Builders Association Agreement with the Carpenters Union. In the event the Contractor performs work described as drywall, residential or commercial, then such contractor agrees to comply with the terms, conditions, wages and fringe benefits set forth in the Agreement referred to as the Master Drywall Agreement between the California State Council of the United

Brotherhood of Carpenters and Joiners of America and the California Drywall Contractors Association and such drywall work shall be considered as work within the coverage as set forth in the provisions of this Agreement."

101.2. As is in MLA.

102. As is in MLA.

(AMENDED TO READ)

103. The purposes of this paragraph 103 are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years, and preservation of the right of union employees, employed hereunder, from being compelled to work with non-union workmen.

(AMENDED TO READ)

103.1. In the event that enforcement of paragraph 103.2 is restrained by issuance of an injunction by a United States District Courte [sic] upon the petition of a Regional Direction [sic] of the National Labor Relations Board, or otherwise, such provision shall be suspended pending its final adjudication, and the provisions set forth in paragraph 103.3 shall be applicable pending final adjudication thereof.

(AMENDED TO READ)

103.1.1. Definition of Subcontractor. A subcontractor is defined as any person (other than an Employee covered by this Agreement), firm or corporation holding a valid state contractor's license where required by law who agrees orally or in writing to perform, or who in fact performs for or on behalf of an individual Contractor, or the subcontractor of an individual Contractor, any part or portion of the work covered by this Agreement.

(AMENDED TO READ)

103.2. The Contractor agrees that neither he nor any of his subcontractors on the jobsite will subcontract any work to be done at the site of construction, alteration, painting or repair of a building, structure or other work (including quarries, rock, san [sic] and gravel plants, asphalt plants, ready-mix concrete plants, established on or adjacent to the jobsite to process or supply materials for the convenience of the Contractor for jobsite use), except to a person, firm or corporation, party to an appropriate, current labor agreement with the appropriate Union, or subordinate body signatory to this Agreement.

(AMENDED TO READ)

103.3. Because of the close relationship between individual Contractors and subcontractors at the jobsite and the close community of interests of the employees on the jobsite with respect to on-site work covered by this Agreement, that is, work done at the site of construction, alteration, painting or repair of a building, structure or other work (including quarries, rock, sand and gravel plants, asphalt plants, ready-mix concrete or batch plants, established on or adjacent to the jobsite ot [sic] process or supply materials for the convenience of the Contractor for jobsite use), herein called "jobsite work," and because of the Union's concern that subcontractors who are not subject to the same total labor costs as those who are party hereto will deprive Union members employed hereunder of work opportunities because of lower labor costs, it is agreed as follows:

(AMENDED TO READ)

103.3.1. The Contractor and his subcontractors shall not subcontract any jobsite work, except to a contractor whose employees on that job are members of a bona fide labor organization, and whose labor costs on such job, at all times during the term of his subcontract hereunder are not less

than those of contractors performing similar work to that covered by this Agreement, including, but not limited to, costs of subsistence, vacation, holiday, medical, hospitalization, wages, premiums, dental, life insurance and retirement benefits as provided by this Agreement.

(AMENDED TO READ)

103.3.2. The Contractor shall require each such subcontractor to weekly supply to the Contractor, who will then upon request make available to the Union a copy of the subcontractor's certified labor costs for such job, and to submit to an audit of those labor costs by a certified public accountant upon request of the Union to confirm compliance with 103.1.1.

(AMENDED TO READ)

103.3.3. Failure to comply with the foregoing subparagraph 103.1.1 and 103.1.2 shall entitle the Union, notwithstanding Article V, to seek judicial relief, upon written notice to the Contractor and the subcontractor, to compel the suspension of such subcontractor's work until there has been compliance, together with attorneys' fees for the bringing of such action. In any such court proceeding, the court shall, if it is thereafter in dispute, determine whether there has been compliance.

(AMENDED TO READ)

103.4. The parties of this Agreement recognize and acknowledge that the foregoing provisions have been agreed upon in the context of the on-site construction industry uncertainty over applicable law, the bargaining history of the parties of twenty (20) or more years, particularly in the area of multi-employer bargaining, and the absence of strikes and lockouts growing out of the negotiating process. The absence of definitive legal criteria may make renegotiation or modification of this paragraph necessary or advisable,

and for these reasons it is agreed that, in the event this provision is determined unlawful by the NLRB or the U.S. District Court, or the District Court enjoins its enforcement then this entire paragraph shall be re-opened for negotiation of amendments by either party giving 15 days notice, and upon the parties failing to agree on amendments, then Article III of this Agreement shall be suspended and the parties may take either strike or lockout action, upon 60 days prior written notice.

103.2. As is in MLA (except renumbered to 103.5.).

103.3. As is in MLA (except renumbered to 103.6.).

103.4. DELETE

103.5. As is in MLA (except first sentence of paragraph is deleted and renumbered to 103.7.).

103.5.1. As is in MLA (except renumbered to 103.7.1.).

103.5.2. As is in MLA (except renumbered to 103.7.2.).

103.5.3. DELETE

103.5.4. As is in MLA (except the word "listed" is deleted and renumbered to 103.7.3.)

103.5.5. As is in MLA (except renumbered to 103.7.4.).

103.5.6. As is in MLA (except renumbered to 103.7.5.).

103.5.7. DELETE

103.5.8. DELETE

103.5.9. DELETE

(AMENDED TO READ)

103.5.10. All carpenter employees shall be covered by this Agreement and the provisions applicable to Trust Funds. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine the Contractor's Federal W-2 Forms and 1099 Forms and his Quarterly State Tax

Returns, and all other records required by Trust Fund to complete appropriate audits. (renumbered to 103.7.6.)

(AMENDED TO READ)

103.5.11. Each individual Contractor found to be delinquent may be required to pay for all legal fees, court costs, and auditing costs in connection with such delinquency. Liquidated damages in the amount of thirty-five ($35.00) or fifteen percent (15%) of the amount due, whichever is greater, may also be assessed. (renumbered to 103.7.7.)

103.5.12. As is in MLA. (renumberd [sic] to 103.7.8.)

103.5.13. ADD (renumbered to 103.7.9.)

REGISTRATION OF JOBS:

The contractor must register all jobs or projects with the Carpenters Trust Office at the minimum of 30 days prior to the start of construction, and supply the following information.

1. Name, address, telephone number, and contractors license number.
2. Jobsite address.
3. Starting date of job, and approximate finish date.
4. Legal description of property.
5. Type of structure.
6. Man hours estimated: A) Framing, B) Drywall, C) Finish, D) Insulation, E) Forms, F) Shingles, and G) Scaffolding.
7. Square footage.
8. Bid award in dollars.
9. Building permit number.
10. New construction, alteration, or repair work?
11. Name of bank and number of payroll accounts.
12. List of current carpenter employees.

13. Name & address of workmans compensation carrier.
14. Name of qualified safety man on jobsite.
15. Description of safety program.
16. Name & address of accounting firm handling payroll, if any.

ITEM 3.

Motion to Transfer Proceedings to the Board.

United States of America Before the National Labor Relations Board, Washington, D. C.

(Title Omitted in Printing)

Comes now Carpenters Local No. 944, United Brotherhood of Carpenters and Joiners of America, AFL-CIO; and Carpenters Local No. 235, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, Respondents; Woelke & Romero Framing, Inc., Charging Party; and Counsel for the General Counsel of the National Labor Relations Board, being all parties to these proceedings, and hereby petition the Board, in order to effectuate the purposes of the Act and to avoid unnecessary costs or delay, to exercise its powers under Section 102.50 of the Rules and Regulations of the National Labor Relations Board, Series 8, as amended, and to transfer these proceedings to the Board.

The parties agree that the charges, the Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing, the Answer to Complaint, and the Stipulation of Facts, including the exhibits attached thereto, shall constitute the entire record in these proceedings, and that no oral testimony is necessary or desired by any of the parties. The parties further stipulate that they waive a hearing before an Administrative Law Judge, the making of findings of fact and conclusions of law by an Administrative Law Judge, and the issuance of an Administrative Law Judge's Decision, and desire to submit these cases for findings of fact, conclusions of law, and order directly to the Board.

In the event the Board grants this Motion, the parties request that the Board set a time for filing of briefs.

Respectfully submitted,

LEVY, KOSZDIN, GOLDSCHMID & SROLOFF

Dated at Los Angeles, California, this 19th day of October, 1977.

By /s/ Lawrence Rosenzweig
Lawrence Rosenzweig
Counsel for Respondents
CARPENTERS LOCAL NO. 944, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO; AND CARPENTERS LOCAL NO. 235, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO

TYRE & KAMINS

Dated at Los Angeles, California, this 19th day of October, 1977.

By /s/ John W. Prager, Jr.
Counsel for Charging Party
WOELKE & ROMERO FRAMING, INC.

Dated at Los Angeles, California, this 19th, day of October, 1977.

By /s/ Andrew J. Stites
Andrew J. Stites
Counsel for the General Counsel
National Labor Relations Board

ITEM 4.

NLRB Decision and Order
(By Reference to Petition for Writ of Certiorari).

239 NLRB No. 40.

United States of America Before the National Labor Relations Board.

Carpenters Local No. 944, United Brotherhood of Carpenters and Joiners of America, AFL-CIO; and Carpenters Local No. 235, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and Woelke & Romero Framing, Inc. Cases 21-CB-6196 and 21-CC-1922.

(Text of NLRB Decision and Order appears at Appendix C of Petition for Writ of Certiorari in No. 80-1798).

ITEM 5.

Opinion of Three-Judge Panel of U.S. Court of Appeals for the Ninth Circuit (By Reference to Petition for Writ of Certiorari).

United States Court of Appeals, Ninth Circuit.

Pacific Northwest Chapter of the Associated Builders & Contractors, Inc., Petitioner, v. National Labor Relations Board, Respondent.

Oregon-Columbia Chapter, the Associated General Contractors of America, Inc., Petitioner, v. National Labor Relations Board, Respondent.

International Union of Operating Engineers, Local No. 701, Petitioner, v. National Labor Relations Board, Respondent.

Woelke & Romero Framing, Inc., Petitioner, v. National Labor Relations Board, Respondent, and Carpenters Local No. 944, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and Carpenters Local No. 235, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, Intervenors.

National Labor Relations Board, Petitioner, v. Carpenters Local No. 944, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and Carpenters Local No. 235, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, Respondents. Nos. 78-3469, 78-3487, 78-3619, 78-3468 and 79-7011.

Dec. 26, 1979.

On Petition for Review of the Order of the National Labor Relations Board.

Before SNEED and KENNEDY, Circuit Judges, and EAST* District Judge.

(Text of three-judge panel opinion appears at Appendix B of Petition for Writ of Certiorari in No. 80-1798).

ITEM 6.

Opinion, *En Banc*, of U.S. Court of Appeals for the Ninth Circuit (By Reference to Petition for Writ of Certiorari).

United States Court of Appeals for the Ninth Circuit.

Pacific Northwest Chapter of the Associated Builders & Contractors, Inc., Petitioner vs. National Labor Relations Board, Respondent. No. 78-3469.

Oregon-Columbia Chapter, The Associated General Contractors of America, Inc., Petitioner, vs. National Labor Relations Board, Respondent. No. 78-3487.

International Union of Operating Engineers, Local No. 701, Petitioner, vs. National Labor Relations Board, Respondent. No. 78-3619.

Woelke & Romero Framing, Inc., Petitioner, vs. National Labor Relations Board, Respondent, Carpenters Local No. 944 and Carpenters Local No. 235, Intervenors. No. 78-3468.

National Labor Relations Board, Petitioner, vs. Carpenters Local No. 944, United Brotherhood of Carpenters & Joiners of America, AFL-CIO, and Carpenters Local No. 235, United Brotherhood of Carpenters & Joiners of America, AFL-CIO, Respondent. No. 79-7011.

Petitions for Review of Orders of the National Labor Relations Board. Argued and submitted October 16, 1980.

Before: Browning, Chief Judge, Choy, Wallace, Sneed Anderson, Schroeder, Fletcher, Farris, Nelson, Canby and Norris, Circuit Judges.

Filed: April 17, 1981.

CANBY, Circuit Judge.

(Text of *en banc* opinion appears at Appendix A of Petition for Writ of Certiorari in No. 80-1798).

ITEM 7.

Notice of U.S. Supreme Court Order Granting Petition for Writ of Certiorari.

OFFICE OF THE CLERK
SUPREME COURT OF THE UNITED STATES
WASHINGTON, D.C., 20543

October 5, 1981

John W. Prager, Jr., Esq.
Musick, Peeler & Garrett
4000 MacArthur Boulevard, Suite 900
Newport Beach, California 92660

RE: Woelke & Romero Framing, Inc. v. National Labor Relations Board, et al.;
Pacific Northwest Chapter of the Associated Builders & Contractors, Inc. v. National Labor Relations Board, et al.; and
Oregon-Columbia Chapter, The Associated General Contractors of America, Inc. v. National Labor Relations Board, et al.
Nos. 80-1798, 80-1808 and 81-91

Dear Mr. Prager:

The Court today took the following action in the above cases:

"The motion of Air Conditioning & Refrigeration Institute, et al. for leave to file a brief as *amici curiae* in Nos. 80-1798 and 80-1808 is granted. The motion of The Associated General Contractors of America, Inc. for leave to file a brief as *amicus curiae* in No. 80-1808 is granted. The petitions for writs of certiorari

are granted. The cases are consolidated and a total of one hour is allotted for oral argument."

* * *

Very truly yours,
ALEXANDER L. STEVAS, Clerk
By /s/ June M. Hoffmann
(Miss) June M. Hoffmann
Assistant Clerk